

AGENDA
BOARD OF CITY COMMISSIONERS
MAY 20, 2024 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

2. Consider approval of Consent Agenda:

- a. Minutes from the April 15, 2024 regular meeting.
- b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the April 3, 2024, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the March 21, 2024 regular meeting.
 - License Payment Report for April 2024.
 - Project Payment Report for April 2024.

- c. Acknowledge the resignation of Crystal Richardson from the Board of Adjustment.
- d. Acknowledge the resignation of Tate Monroe from the Shawnee Arts & Culture Commission.
- e. Acknowledge the resignation of Rebecca Brown from the Shawnee Library Board effective June 30, 2024.
- f. Acknowledge the resignation of Bill Haley from the Shawnee Senior Citizens Advisory Board effective July 1, 2024.
- g. Approve removal of appointment of Glenda Pierce from Shawnee Urban Renewal Authority.
- h. Mayor Appointments:

Shawnee Senior Citizens Advisory Board

Sally Murphy	1st Full Term	Expires: July 1, 2027
<i>Reappointment</i>		

Ann Dowdy	2nd Full Term	Expires: July 1, 2027
<i>Reappointment</i>		

Planning Commission

Sarita Hayes	1st Full Term	Expires: June 1, 2027
<i>Replaced Tom Rowell - Term Expired</i>		

Shawnee Arts & Culture Commission

John Ryan Grider	2nd Full Term	Expires: May 1, 2027
<i>Reappointment</i>		

Lucas Simmons	2nd Full Term	Expires: May 1, 2027
<i>Reappointment</i>		

Shawnee Library Board

Melanne Greenwood	2nd Full Term	Expires: June 30, 2027
<i>Reappointment</i>		

Pioneer Library System Board

Ryan Grider	1st Full Term	Expires: June 30, 2027
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Replaces Marissa Lightsey - Term Expired

Board of Adjustment

Jessica Nickerson

1st Partial Term

Expires: June 1, 2026

Replaces Crystal Richardson - Resigned

- i. Approve renewal of the following agreements for Fiscal Year 2024-2025:
 - Agreement with Independent School District North Rock Creek for Police Services.
 - Agreement with Pottawatomie County for Paving and Repair of City Streets and Roads.
 - Agreement with REACT Ambulance Authority for Dispatch Services.
 - Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 - Agreement with Pottawatomie County District Court (Judicial District 23) to enable the Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
 - Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.
 - j. Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2024-2025.
 - k. Approve Change Order No. 2 for Independence Waterline Project.
 - l. Acceptance of Utility Easement for the Edwards, Fay and Alice Waterline Project from Oscar R. Ramirez, Jr. and Amy B. Ramirez located in the Remington-Beard addition along North Pesotum.
 - m. Acknowledge the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.
3. Presentation of the Pet of the Month by Animal Control.
 4. Mayor's Proclamation(s)

- a. "Better Speech, Hearing, and Language Month", May 2024
 - b. "National Emergency Medical Services Week", May 19 through May 25, 2024
 - c. "National Public Works Week", May 19 through May 25, 2024
 - d. "National Travel and Tourism Week", May 19 through May 25, 2024
 - e. "Health Week 2024", May 28 through June 1, 2024
5. Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2024-2025.
 6. Public Hearing for the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.
 7. Annual Review of the Public Safety Fee.
 8. Consideration of a Resolution to authorize an Application for Community Disaster Loan ("CDL") funds from the Federal Emergency Management Agency ("FEMA") as a result of the Severe Weather Event on April 19, 2023.
 9. Consideration of an Agreement with Oklahoma Wireless Information Network (OKWIN).
 10. Consideration of an Agreement with One Gas Inc., for temporary and permanent easements in Section 11, Range 3 East, Township 10 North.
 11. Consideration of an Amendment to the Owner's representative contract for Clearpond Culvert Replacement project between The City of Shawnee and Standard Testing.
 12. Public Hearing of a Petition for Annexation request by LaVerne Douglas for purposes of future construction at 14002 Acme Road.
 13. Consideration of an Ordinance to approve the annexation of 2 acres (more or less) owned by Laverne Douglas, located in the Northeast Quarter of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, with a physical address of 14002 Acme Road; and providing for severability, codification, repealer, and declaring an emergency.

14. Consideration of an Emergency Clause as it relates to Agenda Item No. 13 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.
15. Consideration of a request for a Preliminary Plat for Union Square Addition (Case PPL 02-24).
16. Consideration of the following budget amendments for Fiscal Year 2023 – 2024:
 - a. General Fund - Fund 001 - To appropriate a transfer from the ARPA Fund to fund capital projects in the Capital Improvement Fund and the Street Improvement Fund.
 - b. Insurance Recovery Fund - Fund 603 - To appropriate insurance proceeds received from tornado damages at the Airport and surrounding properties.
 - c. Grant Fund - Fund 010 - To appropriate a grant award to the Recreation Division from the Central Oklahoma Economic Development District (COEDD).
17. Consider Bid(s):
 - a. Site Preparation for Temporary Airport Terminal Building (Award)
 - b. Sale of surplus property at 419 N Kickapoo Street, Shawnee, Oklahoma (Award)
 - c. Demolition of Lions Club Ballfields (Award)
18. Acknowledge Monthly Sales Tax and Budget Reports.
19. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
20. Commissioners Comments
21. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

APRIL 15, 2024 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, April 15, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Friday, April 12, 2024 at 12:04 PM. Mayor Bolt presided and Ms. Delila Alber called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Yannah Frazier
Commissioner Ward 3

Absent
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: Darren Rutherford

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of North Rock Creek High School Archery Team State Championship Win.

Mayor Bolt presented a Certificate of Recognition of 2024 State Championship Win to the North Rock Creek High School Archery Team.

2. Recognition of Pleasant Grove School Lady Warriors Basketball Division III Championship Win.

Mayor Bolt presented a Certificate of Recognition of 2024 ORES Division III Championship Win to the Pleasant Grove Lady Warriors Basketball Team.

3. Recognition of Claudia Thomason, Shawnee Middle School, Girls Wrestling Regional Championship Win.

Mayor Bolt presented a Certificate of Recognition of 2024 Regional Championship Win to Miss Claudia Thomason.

4. Recognition of Shawnee High School Girls Swim Team State Championship Win.

Mayor Bolt presented a Certificate of Recognition of 2024 State Championship Win to the Shawnee High School Girls Swim Team.

5. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

Mr. John Bobb Semple, Ms. Nelmon Brauning, Mr. Richard Kunze, Ms. Reva Ingram, Mr. Rob Morris, Ms. Mayda Shorney, Ms. Jennifer Stafford, Mr. Rick Young, Ms. Cyndi Berger, and Ms. Sarita Hayes spoke during Citizens Participation.

6. Consider approval of Consent Agenda:

a. Minutes from the March 18, 2024 regular meeting.

b. Acknowledge the following minutes and reports:

- Board of Adjustment Minutes from the January 18, 2024, regular meeting.
- Planning Commission Minutes from the February 7, 2024, regular meeting.

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the February 15, 2024 regular meeting.
- License Payment Report for March 2024.
- Project Payment Report for March 2024.
- Use of City Manager Contingency in the General Fund.

c. Lake Lease Transfer:

- Johnston Tract Lot 13B, 16624 Stevens Rd #B
From: Raymond Burton
To: Raymond Burton, Ron and Mindee Duffell

d. Acknowledge the resignation of Mindy Mew-Palmer from the Planning Commission.

e. Mayor Appointments:

- Planning Commission
Jamie Hembree 1st Full Term Expires: June 1, 2027
Replaces Mindy Mew-Palmer, Resigned

f. Acceptance of Belmont Park Addition Phase II public improvements and placing the Maintenance Bonds into effect.

- g. Authorize a right-of-way easements be given to Oklahoma Gas and Electric Company to serve the Wastewater Treatment Plant.
- h. Acknowledge Change Order No. 3 for Clearpond Road Culvert Replacement.
- i. Acknowledge Change Order No. 2 for Traffic Signal Storm Damage Repair project.
- j. Approve renewal of the following agreements for Fiscal Year 2024-2025:
 - Agreement with the Pioneer Library System for Library Services, Facilities, and Maintenance.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve Consent Agenda Item Nos. 6(a-j). Motion carried 6-0-0.

AYE: Engles, Matthews, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

7. Presentation of the Pet of the Month by Animal Control.

Animal Control Officer Theresa Touchet introduced Girlie, an approximate 2-year-old dog.

8. Mayor's Proclamation(s)

- a. "National Animal Control Officer Appreciation Week", April 14 through April 20, 2024

Animal Control Officers Theresa Touchet, Carl Moore, Randall McElroy and

Kim Fackler accepted the Mayor's Proclamation for "National Animal Control Officer Appreciation Week" from Mayor Bolt.

- b. "National Public Safety Telecommunications Week", April 14 through April 20, 2024

Communications Manager Christina Brown and Dispatcher Haley Wright accepted the Mayor's Proclamation for "National Public Safety Telecommunications Week" from Mayor Bolt.

COMMISSIONER FRAZIER LEFT THE MEETING AT 6:57 P.M.

- c. "National Arbor Day", April 26, 2024

Girl Scout Troop No. 240 accepted the Mayor's Proclamation for "National Arbor Day" from Mayor Bolt.

COMMISSIONER FRAZIER RETURNED TO THE MEETING AT 6:59 P.M.

- d. "Loyalty Day", May 1, 2024

Mr. Don Plumley with Shawnee VFW Post 1317 accepted the Mayor's Proclamation for "Loyalty Day" from Mayor Bolt.

- e. "Professional Municipal Clerks Week", May 5 through May 11, 2024

City Clerk Staff Lisa Lasyone and Kacie Eck accepted the Mayor's Proclamation for "Professional Municipal Clerks Week" from Mayor Bolt.

- f. "National Economic Development Week", May 6 through May 10, 2024

Shawnee Forward President and CEO Crystal Romanyszyn accepted the Mayor's Proclamation for "National Economic Development Week" from Mayor Bolt.

- g. "National Police Week", May 12 through May 18, 2024

Cpl. Greg VanBrunt, Sgt. Robert Barton, and Lt. Russell Conner accepted the Mayor's Proclamation for "National Police Week" from Mayor Bolt.

9. Shawnee Forward Presentation.

Shawnee Forward President and CEO Crystal Romanyszyn gave a

presentation. She discussed topics that included:

- SITES (Supporting Industrial Transformation and Economic Success) Program
- Why Invest in Infrastructure?
 - Demand: Oklahoma's Project Pipeline
 - Oklahoma's Bottlenecks to Success
- OG&E's Community Assessment Program
- Quarter 1 - 2024
- Shawnee by the Numbers
 - Shawnee Sales Tax Collections
 - 5 Year Sales Tax Comparison
 - Permits
 - Housing

AGENDA ITEM NOS. 23 AND 24 MOVED BEFORE AGENDA ITEM NO. 10 BY POWER OF THE CHAIR.

23. Public Hearing regarding a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue.

Case No.: RZ01-24 | Applicant: City of Shawnee, Oklahoma

City Planner Rachel Clyne provided a Staff report. She advised that Shawnee Forward approached the City regarding a potential grant for a feasibility study. In order to be able to participate and to apply for the grant, the property must be zoned industrial or in the process of being rezoned industrial. Ms. Clyne advised that the Planning Commission unanimously voted to rezone to I-1 (Limited Light Industrial District) rather than I-2 (Light Industrial District). Staff supports the Planning Commission's recommendation.

Mayor Bolt declared a public hearing in session to consider a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue. No one appeared in favor of the rezoning. Ms. Nelmon Brauning, Mr. Jacob Kiper, Ms. Cyndi Berger, Ms. Alexis Harper, Mr. Rob Morris, Ms. Mayda Shorney, and Mr. Rick Young spoke against the rezoning. The public hearing was closed.

24. Consideration of an ordinance to rezone from A-1 (Rural Agricultural District)

to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue.

Case No.: RZ01-24 | Applicant: City of Shawnee, Oklahoma

Discussion was held among the Commission and Staff.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an ordinance to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue.

Ordinance No. 2802NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA. FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO I-1 (LIMITED LIGHT INDUSTRIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 4-2-0.

AYE: Matthews, Engles, Bolt, Sehorn,

NAY: Frazier, Richter

ABSTAIN: None

RECESS BY POWER OF THE CHAIR AT 8:45 P.M.

RECONVENE BY POWER OF THE CHAIR AT 8:57 P.M.

AGENDA ITEM NO. 20 MOVED BEFORE AGENDA ITEM NO. 10 BY POWER OF THE CHAIR.

20. Consideration of an appeal of an Administrative Order regarding property located at 602 South Park Avenue. (*Deferred from March 18, 2024 City*

Commission Meeting.)

City Attorney Joe Vorndran stated that at the last City Commission meeting, the appellant was given a thirty (30) day extension to allow the parties to remedy ownership of the property. At this time, there has been no change in the legal ownership of the property nor has the City been provided any documentation to show the appeal party has the legal authority to file the appeal. Staff requests denial of the appeal and the administrative hearing officer's recommendation of demolition be upheld.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to support Staff's recommendation for denial of the appeal of an Administrative Order regarding property located at 602 South Park Avenue. Motion carried 6-0-0.

AYE: Engles, Sehorn, Richter, Matthews, Frazier, Bolt

NAY: None

ABSTAIN: None

10. Presentation of the Fiscal Year 2024-2025 Proposed Budget.

Finance Director Lindsey McNabb-Fox gave a presentation on the Fiscal Year 2024-2025 Proposed Budget. She discussed topics that included:

- Municipal Funding
- Budgeting & Financial Planning Policies
 - Revenue Projection
 - Needs vs. Revenues
- General Fund Overview
- General Fund Revenues
- General Fund Expenditures by Department
- Additional Funds
- Budget Timeline

11. Consideration of a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2024 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.

City Manager Andrea Weckmueller-Behringer provided a Staff report. A motion was made by Commissioner Matthews, seconded by Commissioner

Engles, to approve a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2024 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.

Resolution No. 6731 was introduced.

A RESOLUTION AUTHORIZING AND DIRECTING ED BOLT, MAYOR, AN AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

Motion Carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

12. Consideration and adoption of a resolution authorizing the City of Shawnee's submittal of an Opioid Abatement Grant Application to the Oklahoma Opioid Abatement Board.

City Manager Andrea Weckmueller-Behringer advised that Staff is requesting authorization to apply for the Opioid Abatement Grant.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve and adopt a resolution authorizing the City of Shawnee's submittal of an Opioid Abatement Grant Application to the Oklahoma Opioid Abatement Board.

Resolution No. 6732 was introduced.

A RESOLUTION AUTHORIZING THE CITY OF SHAWNEE TO SUBMIT AN OPIOID ABATEMENT GRANT APPLICATION TO THE OKLAHOMA OPIOID ABATEMENT BOARD.

Motion carried 6-0-0.

AYE: Sehorn, Matthews, Engles, Frazier, Bolt, Richter

NAY: None

ABSTAIN: None

13. Consideration and adoption of a resolution for project sponsorship for the

Oklahoma Department of Transportation (ODOT) Transportation Alternatives Program (TAP) Application and Maintenance Commitment for the Wallace Street sidewalk project.

Director of Engineering Seth Barkhimer stated that the City of Shawnee aims to enhance pedestrian accessibility by adding ADA-compliant sidewalks on the north side of Wallace Street from Kickapoo to Harrison, as outlined in the current Capital Improvement Plan. To fund this project, the City is pursuing a Transportation Alternatives Program grant from the Oklahoma Department of Transportation.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve and adopt a resolution for project sponsorship for the Oklahoma Department of Transportation (ODOT) Transportation Alternatives Program (TAP) Application and Maintenance Commitment for the Wallace Street sidewalk project.

Resolution No. 6733 was introduced.

RESOLUTION OF PROJECT SPONSORSHIP FOR A TRANSPORTATION ALTERNATIVES PROGRAM APPLICATION AND MAINTENANCE COMMITMENT

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF SHAWNEE TO SUBMIT AN APPLICATION TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS SET FORTH BY INFRASTRUCTURE INVESTMENT AND JOBS ACT FOR THE WALLACE STREET SIDEWALK PROJECT, SHAWNEE, OKLAHOMA AND AUTHORIZING THE CITY MANAGER TO SIGN THIS APPLICATION.

Motion carried 6-0-0.

AYE: Matthews, Sehorn, Richter, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

14. Consideration of a resolution to adopt the City of Shawnee Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Assistant City Manager Danny Vise provided a Staff report.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to approve a resolution to adopt the City of Shawnee Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Resolution No. 6734 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE ADOPTING THE CITY OF SHAWNEE AMERICANS WITH DISABILITIES (ADA) ACT SELF-EVALUATION AND TRANSITION PLAN.

Motion Carried 6-0-0.

AYE: Engles, Sehorn, Richter, Matthews, Frazier, Bolt

NAY: None

ABSTAIN: None

15. Consideration of a resolution to surplus a Kubota Model No. ZD1211RL-72 mower.

Public Works Director Brad Schmidt stated that Staff is requesting to surplus a 72" Kubota mower that has passed its useful lifespan due to its age and hours of operation.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution to surplus a Kubota Model No. ZD1211RL-72 mower.

Resolution No. 6735 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SELL OR DISPOSAL AT THE CITY'S DISCRETION.

Motion Carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

16. Consideration of an amendment to the Management Agreement between the

City of Shawnee and Global Spectrum, L.P.

City Manager Andrea Weckmueller-Behringer stated that the city-owned Heart of Oklahoma Exposition Center (Expo) is currently managed through a contract with Global Spectrum, L.P., which is set to expire June 30, 2024. The City recently advertised a Request for Qualifications to receive proposals for management and operation of the Expo. City Staff anticipates that proposal review, selection, negotiation, and contract approval will be complete by June 30, 2024. However, as several major events could potentially be affected by management contract changes, City Staff is requesting an extension of the existing contract to minimize any disruptions to these scheduled events.

A motion was made by Commissioner Sehorn, seconded by Commissioner Richter, to approve an amendment to the Management Agreement between the City of Shawnee and Global Spectrum, L.P. Motion carried 6-0-0.

AYE: Sehorn, Richter, Matthews, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

17. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols, Inc. for water system improvements within the Midland Addition.

Director of Engineering Seth Barkhimer stated that this is one of the last American Rescue Plan Act (ARPA) projects. This Task Order includes the replacement of approximately one thousand one hundred (1,100) feet of existing two (2) inch water line that runs along Scott Street and North Minnesota Avenue in the Midland Addition. The project scope includes survey, preliminary and final design, bidding, and limited construction administration. The amount of the Task Order is Eighty-Two Thousand Six Hundred Forty-Five Dollars (\$82,645.00).

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols, Inc. for water system improvements within the Midland Addition. Motion carried 6-0-0.

AYE: Engles, Matthews, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

18. Consider approval to authorize City Manager to negotiate and execute a

contract with Landmark Construction to provide Construction Manager at Risk Services for the Shawnee Fire Department Station 3 Remodel.

Assistant City Manager Danny Vise stated that the City requested qualifications from qualified firms for Construction Manager at Risk (CMAR) services for the Shawnee Fire Station 3 Remodel Project and received two (2) qualified responses. The CMAR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP), which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMAR provides professional services and acts as a consultant to the City in the design and construction phases. Based upon evaluation scores of the two qualified responses, Staff is requesting approval authorizing the City Manager to negotiate a contract with Landmark Construction to provide CMAR services for this project in an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to authorize the City Manager to negotiate and execute a contract with Landmark Construction to provide Construction Manager at Risk Services for the Shawnee Fire Department Station 3 Remodel. Motion carried 6-0-0.

AYE: Engles, Matthews, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

19. Consideration of a resolution updating the City Fee Schedule by amending portions of the Shawnee Fairview Cemetery fees pursuant to Sections 10-9 and 10-11 of Chapter 10 of the City Code.

Public Works Director Brad Schmidt stated that the Shawnee Fairview Cemetery fees was last updated in 2010. Upon review, it was discovered current fees are inadequate to cover operating costs. The proposed fee changes would cover costs of personnel and equipment.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to approve a resolution updating the City Fee Schedule by amending portions of the Shawnee Fairview Cemetery fees pursuant to Sections 10-9 and 10-11 of Chapter 10 of the City Code.

Resolution No. 6736 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF THE SHAWNEE FAIRVIEW CEMETERY FEES PURSUANT TO SECTIONS 10-9 AND 10- 11, OF CHAPTER 10 OF THE CITY CODE.

Motion carried 6-0-0.

AYE: Engles, Sehorn, Richter, Matthews, Frazier, Bolt

NAY: None

ABSTAIN: None

21. Consideration of an appeal of the Administrative Order regarding property located at 315 South Osage Avenue.

Director of Engineering Seth Barkhimer stated that the structure and property are not being maintained and the owner has not made an effort to clean the property or establish water service. Staff requests denial of appeal and right to proceed with demolition.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve Staff's recommendation to deny the appeal of the Administrative Order regarding property located at 315 South Osage Avenue. Motion carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

22. Consider the Petition for Annexation request by LaVerne Douglas for purposes of future construction and authorize Staff to proceed with notice and hearing requirements.

City Planner Rachel Clyne advised that the City received the Petition for Annexation to annex property located at 14002 Acme Road. It is Staff's recommendation to accept the Petition and set it for public hearing on May 20, 2024.

A motion was made by Commissioner Engles, seconded by Commissioner Richter, to accept the Petition for Annexation and set matter for public hearing on May 20, 2024. Motion carried 6-0-0.

AYE: Engles, Richter, Matthews, Frazier, Bolt, Sehorn

NAY: None

ABSTAIN: None

25. Consideration of an ordinance of the City of Shawnee, Oklahoma amending a certain portion of Chapter 7 (Buildings and Building Regulations), Article III (Electricity) of the Shawnee Municipal Code; and providing for severability, codification, repealer, and declaring an emergency.

Director of Engineering Seth Barkhimer provided Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve an ordinance of the City of Shawnee, Oklahoma amending a certain portion of Chapter 7 (Buildings and Building Regulations), Article III (Electricity) of the Shawnee Municipal Code; and providing for severability, codification, repealer, and declaring an emergency.

Ordinance No. 2803NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING A CERTAIN PORTION OF CHAPTER 7 (BUILDINGS AND BUILDING REGULATIONS), ARTICLE III ELECTRICITY) OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND DECLARING AN EMERGENCY.

Motion carried 6-0-0.

AYE: Matthews, Sehorn, Richter, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

26. Consideration of an Emergency Clause as it relates to Agenda Item No. 25 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an Emergency Clause as it relates to Agenda Item No. 25 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103. Motion carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

27. Public Hearing regarding an amendment to Section 22-299 to 22-309 of the Zoning Code, which provides guidance regarding Short-Term Rentals (STR) in the City of Shawnee, Oklahoma.

Case No.: TXT01-24 | Applicant: City of Shawnee, Oklahoma (*Deferred from March 18, 2024, City Commission Meeting.*)

City Planner Rachel Clyne stated that the proposed text amendment is to Section 22-299 to 22-309 of Chapter 22 for short-term rentals. She advised that the Planning Commission and Staff recommend approval.

Mayor Bolt declared a public hearing in session to consider a request regarding an amendment to Section 22-299 to 22-309 of the Zoning Code, which provides guidance regarding Short-Term Rentals (STR) in the City of Shawnee, Oklahoma. No one appeared in favor of the amendment. Ms. Cyndi Berger spoke against the amendment. The public hearing was closed.

28. Consideration of an ordinance amending Section 22-299 to Section 22-309 of the Zoning Code of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically known as Reserved, to Short Term Rental, Residential, by amending said Sections of said Zoning Code; providing for repeal, providing for severability, and providing for codification.

Case No.: TXT01-24 | Applicant: City of Shawnee, Oklahoma

City Planner Rachel Clyne stated that there is currently nothing in existence for Short-Term Rentals and the proposed text amendment is to allow permitting and regulations, enforce contact, safety, and the appropriate number of persons in the dwelling.

A motion was made by Commissioner Engles, seconded by Commissioner Frazier, to approve an ordinance amending Section 22-299 to Section 22-309 of the Zoning Code of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically known as Reserved, to Short Term Rental, Residential, by amending said Sections of said Zoning Code; providing for repeal, providing for severability, and providing for codification.

Ordinance No. 2804NS was introduced.

AN ORDINANCE AMENDING SECTION 22-299 TO SECTION 22-309 OF THE ZONING CODE OF THE CITY OF SHAWNEE, POTTAWATOMIE

COUNTY, OKLAHOMA, MORE SPECIFICALLY KNOWN AS RESERVED, TO SHORT TERM RENTAL, RESIDENTIAL. BY AMENDING SAID SECTIONS OF SAID ZONING CODE: PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

Motion Carried 6-0-0.

AYE: Engles, Frazier, Bolt, Sehorn, Richter, Matthews

NAY: None

ABSTAIN: None

29. Consideration of a resolution updating the City Fee Schedule by amending portions of the Zoning Code of the City of Shawnee pursuant to Section 22-301 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution updating the City Fee Schedule by amending portions of the Zoning Code of the City of Shawnee pursuant to Section 22-301 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Resolution No. 6737 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF THE ZONING CODE OF THE CITY OF SHAWNEE PURSUANT TO SECTIONS 22-301 OF CHAPTER 22 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion Carried 6-0-0.

AYE: Matthews, Engles, Frazier, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

30. Consideration of a Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase II.

Case No.: PPL01-24 | Applicant: City of Shawnee, Oklahoma

City Planner Rachel Clyne stated that the Preliminary Plat of the Shawnee Twin Lakes – Lake No. 1, Phase II subdivision was completed to define the boundaries of the “lake lot leases” and “common areas” located within the city limits of Shawnee, Oklahoma. There are three (3) areas containing lake lot leases: Damron, Seck, and Belcher. She advised that the Planning Commission and Staff recommend approval.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to approve a Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase II. Motion carried 6-0-0.

AYE: Engles, Sehorn, Richter, Matthews, Frazier, Bolt

NAY: None

ABSTAIN: None

31. Consider Bid(s):

a. Demolition of Shawnee Regional Airport Hangar 16 (Award)

Assistant City Manager Danny Vise announced that two (2) bids were received. Staff recommends awarding the base bid to M&M Wrecking of Blanchard, Oklahoma for the total amount of Forty Thousand Eight Hundred Ninety Dollars (\$40,890.00).

A motion was made by Commissioner Sehorn, seconded by Commissioner Richter, to award the Demolition of Shawnee Regional Airport Hangar 16 to M&M Wrecking for the amount of Forty Thousand Eight Hundred Ninety Dollars (\$40,890.00), which includes the base bid only. Motion carried 6-0-0.

AYE: Sehorn, Richter, Matthews, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

32. Acknowledge Monthly Sales Tax and Budget Reports.

Finance Director Lindsey McNabb-Fox reported sales tax collections are up One Million Five Hundred Thirty-Nine Thousand Fifteen Dollars (\$1,539,015.00) or Six Point Three Percent (6.3%), over the projected budget year-to-date. She stated that use tax collections are up approximately Six Hundred Sixty-Eight Thousand Two Hundred Sixty-Eight Dollars (\$668,268.00) or Twenty-One Point Four Percent (21.4%), above the projected budget year-to-date.

33. Administrative Report(s):

- a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Report - Lindsey McNabb-Fox, Finance Director

Finance Director Lindsey McNabb-Fox provided a presentation on the Quarterly 2018 Half-Cent Sales Tax Report. Topics discussed included:

- 2018 Sales Tax Election
- Investment Updates
 - Investment Updates - 3rd Quarter FY24

- b. Presentation on Homeless Program, City Cost, Community Donations, and Volunteer Hours - Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided a presentation on the Homeless Program, City Cost, Community Donations, and Volunteer Hours. Topics discussed included:

- Homeless Program - Cost & Impact
 - City Funding
 - AmeriCorps VISTAS
 - Homeless Resource Center
 - Community Partnerships
- Other City Departments - Cost & Impact
 - Police
 - Code Enforcement
 - Fire Supression & EMS
 - Public Works
 - City Manager and City Attorney

34. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no new business.

35. Commissioners Comments

Commissioner Matthews commented on the one (1) year anniversary of April 19, 2023 tornado.

Commissioner Engles stated she was looking forward to participating in a walk to commemorate one (1) year after April 19, 2023 tornado.

Commissioner Frazier commented on the upcoming clean-up day on April 20, 2024 and the feasibility study.

Mayor Bolt commented on one (1) year since the tornado and there is still help available for tornado damage.

36. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (10:30 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

REGULAR PLANNING COMMISSION MINUTES

DATE: April 3, 2024

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on April 3, 2024, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Reese called the meeting to order at **1:30 p.m.** Community Development Director Rian Harkins called Roll and stated a quorum was present.

The following Commissioners were present:

Present: Johnson, Reese, Porter, Barrett, Walker

Absent: Rowell

Item 1. Approval of Minutes – Regular Meeting

Consideration of approval of the minutes from the regular meeting on February 7, 2024. Chair Reese asked for questions or corrections to the minutes.

Commissioner Walker made a motion to **Approve** the minutes as presented, which Commissioner Johnson seconded. Motion **passed 5-0-0**.

Aye: Johnson, Reese, Porter, Barrett, Walker

Nay: None

Abstain: None

Item 2. Case Number: **TXT01-24** Public hearing and consideration of a proposed text amendment to Section 22-299-309 of the Zoning Code, which provides guidance about Short-Term Rentals (STR) in the City of Shawnee, OK.

Community Development Director Rian Harkins provided a staff report with the following information and recommendation. Staff previously presented a draft ordinance for short-term rentals (STR) for review and discussion. The Planning Commission recommended approval of the ordinance. Since then, staff have had additional discussions regarding short-term rentals, which led to further amendments to the ordinance. Due to the changes, the ordinance is brought before the Planning Commission for an additional review of an amended draft ordinance for short-term rentals.

Short-term rentals are also known as home-sharing or vacation rentals. One definition of a short-term rental is a dwelling unit offered or provided to a guest by an owner or operator for a fee for fewer than thirty consecutive nights. Several platforms assist travelers and hosts with short-term rentals. AirBnb and VRBO (Vacation Rental By Owner) are two well-known example platforms.

Findings:

- There is a demand for short-term rentals in Shawnee, OK.
- There are active short-term rentals in the City.
- The Zoning Code currently only offers guidance on "Bed and Breakfast" operations.
- Regulations to establish guidelines and procedures in order to protect citizens and the City are necessary.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **TXT01-24** for the proposed text amendment to Section 22-2990-309 of the Zoning Code.

Recommendation Options:

- Approval of Case No. TXT01-24 for the proposed text amendment to Section 22-299 - 309 of the Zoning Code as presented by staff and indicated on the accompanying ordinance.
- Denial of the application for TXT01-24.
- Deferral of Case No. TXT01-24 with a request for additional and specific information to a certain date.

- Approval of Case No. TXT01-24 as amended by the Planning Commission.

Chair Reese opened the public hearing. Fred Turner spoke to the Planning Commission. With no other comments, the public hearing was closed.

Commissioner Porter made a motion to recommend the **APPROVAL** of Case No. TXT01-24, which Commissioner Barrett seconded.

Motion **passed 5-0-0**.

Aye: Johnson, Reese, Porter, Barrett, Walker

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on April 15, 2024, at 6:00 p.m.

Item 3. Case Number: **RZ01-24** Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) property located north of Westech Road and approximately one-half (1/2) mile west of N. Kickapoo Avenue and contains approximately 160 acres.

Community Development Director Rian Harkins provided a staff report with the following information and recommendation. The subject property is located north of Westech Road, approximately one-half (1/2) mile west of N. Kickapoo Avenue, and contains approximately 160 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District).

Shawnee Forward, our community's Chamber of Commerce, approached the City to discuss a potential grant available through the Oklahoma Department of Commerce. The grant would be for a feasibility study for an industrial park located at the subject property. To apply for the grant, the land that may be studied must be zoned industrial or in the process of rezoning to an industrial district. As the property owner, the City of Shawnee, Oklahoma, must initiate the rezoning request. The rezoning would allow Shawnee Forward to apply for a grant that would pay for the industrial park feasibility study.

Findings:

- The rezoning is in response to a request from Shawnee Forward to participate in a grant funding process.
- The request complies with the Comprehensive Plan Future Land Use Map (FLUM) with the appropriate project design.
- The proper notification for a public hearing was served.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of RZ01-24 to rezone the subject property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District).

Recommendation Alternatives:

- Recommending Approval of Case No. RZ01-24 to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District).
- Recommending Denial of the application for RZ01-24 to rezone the subject property.
- Recommending Deferral Case No. RZ01-24 with a request for additional and specific information to a certain date.

Chair Reese opened the public hearing. Jennifer Stafford and John Woods separately addressed their concerns and stated opposition to the request. Additionally, Fred Turner spoke to the Planning Commission. With no other comments, the public hearing was closed.

Commissioner Porter made a motion to recommend the first alternative recommendation, which was **APPROVAL** of Case No. RZ01-24 to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District), which Commissioner Barrett seconded.

Motion **passed 5-0-0.**

Aye: Johnson, Reese, Porter, Barrett, Walker

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on April 15, 2024, at 6:00 p.m.

Item 4. Case Number: **PPL01-24** Consideration of a request for a Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II.

City Planner Rachel Clyne provided a staff report with the following information and recommendation. The subject property is located in Township 10 North, Range 2 East, and part of Section 14. The Preliminary Plat includes approximately 368.02 acres. The property is zoned A-1 (Rural Agricultural District). The Preliminary Plat of the Shawnee Twin Lakes – Lake No. 1, Phase II subdivision was completed to define the boundaries of the “lake lot leases” and “common areas” located within the city limits of Shawnee, Oklahoma. There are three (3) areas containing lake lot leases: Damron, Seck, and Belcher. The breakdown of lake lot leases per area is Damron – 13 | Seck – 9 | Belcher – 26 for a total of 48 lots.

Findings:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer is satisfied with the Preliminary Plat as submitted.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL01-24** for a Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II.

Recommendation Options:

- Recommending Approval of Case No. PPL01-24, for the Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II as presented.
- Recommending Denial of the application for Case No. PPL01-24.
- Recommending Deferral of Case No. PPL01-24 with a request for additional and specific information to a certain date.

Commissioner Johnson made a motion to recommend the **APPROVAL** of Case No. PPL01-24, which Commissioner Walker seconded.

Motion **passed 5-0-0.**

Aye: Johnson, Reese, Porter, Barrett, Walker

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on April 15, 2024, at 6:00 p.m.

Item 5. Community Development Update

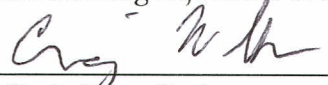
Community Development Director Harkins advised the Planning Commission that the Infill Housing Palette project was nearly completed and would be uploaded onto the City's website. A waiver to accompany the building plans would be required. Once the waiver was approved, the site would be live. Next, Harkins advised that Community Development had a new employee, Bree Wallace, who was the new CDBG Administrator. He stated work on the Unified Development Code (UDC) continues on the Engineering Design Standards. Later this spring, the public will be asked to review and comment on the UDC. Lastly, Harkins stated that an application for a grant for “Safe Streets” had been submitted.

Item 6. Planning Commissioners' Comments

Commissioner Johnson commented that the recent bond issue had passed and was pleased for everyone who voted. The remaining Commissioners said "ditto" to Commissioner Johnson's comment.

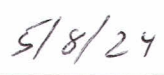
Item 7. Adjournment

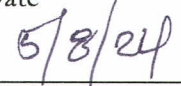
The meeting adjourned at **2:11 p.m.**



Chair/Vice-Chair


City Planner



Date


Date

**SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE
PROCEEDINGS**

MARCH 21, 2024 AT 4:00 PM

The Beautification, Parks, and Recreation Committee of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, March 21, 2024 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 10:53 A.M. on March 20, 2024. Chairperson Payn presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Sherry Lankford
Vice Chairperson

Absent
Committee Member

Kerri Keck
Committee Member

Absent
Committee Member

Vickie Winters
Committee Member

Absent
Commissioner/Committee Member

ABSENT: Zach Foster, Sue Nelson, and
Lauren Richter

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the February 15, 2024 regular meeting.

A motion to approve the February 15, 2024 minutes was made by Sherry Lankford. A 2nd was made by Kerri Keck. Motion carried 4-0.

Aye: Chad Payn, Sherry Lankford, Vickie Winters, and Kerri Keck.

Nay: None

2. Staff Reports

1. Construction has started at Fairview Cemetery with phase 1 being updating the outside of the building. Phase 2 will be updating the inside of the building and will be done at a later date. Mapping of the cemetery is ongoing with a plan to go online to the public in the fall.

2. KidSpace bathrooms were vandalized, but we have started the repair process

and have porta potties on site. The park has had very good attendance. Normal maintenance work on the turf has been completed.

3. Fitness attendance at the Recreation Center has been growing each week.

4. Splash will open on May 24, 2024. We had the largest number of new hires at the Hiring Day event. There has been an overwhelming response to the Stay at Splash Program.

5. New full-time position open for Special Events & Volunteer Supervisor.

3. Discussion of starting a Friends of the Park program

The board discussed the Friends of the Park program, and they like the project ideas the program offers. Chad Payn feels like the group could organize some projects.

4. Consideration of finalizing committee goals.

The board discussed setting some small goals to accomplish. They would like to focus on beautification of parks for now and set more goals at a later date. For the first project, they would like to plant flowers in big pots and flower bed on Bell Street by the intersection of Bell and 9th. A motion to approve the project and permission for Sherry Lankford to make a purchase up to \$200 using Beautification funds in Finley & Cook account was made by Kerri Keck. A 2nd was made by Chad Payn. Motion carried 4-0.

Aye: Chad Payn, Sherry Lankford, Vickie Winters, and Kerri Keck.

Nay: None

5. Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

1. Rob Morris encouraged the board to speak with the City Manager concerning the temporary closing of Celebration of Life Park.

2. Kenneth Crawford wants the board to think about the core value of the city pertaining to safety. We need to do something about Lions Club Park as it is a major safety concern. He talked with members about getting a temporary fence put around the park to protect the community.

3. Butch Lutomski also talked about Lions Club Park and the need to get it cleaned up and usable. He let the board know there are groups willing to help with the clean up and there is grant money available to help with the cost.

6. Committee Comments

1. The board discussed talking with the city manager about concerns of Lions Club Park with the possibility of the city manager coming to the next meeting to talk about the issue.
2. Possibility of contacting commission members to talk about issues with Lions Club Park.
3. Sherry Lankford is going to find out how much money is in the beautification account at Finley & Cook and also find out who has access to the account.

7. Adjournment

A motion to adjourn was made at 5:40 P.M. by Kerri Keck. A 2nd was made by Sherry Lankford.

Sherry Lankford for
CHAD PAYN
CHAIRPERSON *Chad Payn*

ATTEST:

Jane Wright

JANE WRIGHT
SECRETARY



Entity Payment Report

04/01/2024 - 04/30/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
4/30/2024	SOONER HVAC, INC	IBX CC	3248	75.00
4/30/2024	ADVANCED QUALITY ELECTRIC	IBX CC	3249	100.00
4/29/2024	KASEY MILLER	Check	3246	792.00
4/29/2024	ABSOLUTE ELECTRICAL CONTRACTORS, LLC	IBX CC	3243	75.00
4/29/2024	KENNY CO ELECTRIC LLC	IBX CC	3245	75.00
4/29/2024	PROGRESSIVE PLUMBING	IBX CC	3247	100.00
4/29/2024	RAFAEL N BELLO	IBX CC	3244	25.00
4/26/2024	AKC PLUMBING, LLC	IBX CC	3242	100.00
4/25/2024	\$ - JWS ELECTRIC LLC	Check	3240	75.00
4/25/2024	\$ - BRYAN J PFEIFF	Check	3239	15.00
4/25/2024	BOBBY & JENELLE COX	Check	3238	792.00
4/25/2024	RUBY F SAULSBERRY	Check	3237	15.00
4/25/2024	LENDNATION	IBX CC	3241	50.00
4/24/2024	HUBERT WICKLINE	Check	3234	15.00
4/24/2024	RITCHIE ELECTRIC, INC	IBX CC	3235	100.00
4/24/2024	GRIFFIN ELECTRIC	IBX CC	3236	100.00
4/23/2024	PAMELA STREET	Check	3231	792.00

4/23/2024	LAKESIDE WEDDING VENUE	Check	3230	792.00
4/23/2024	ROGER & HELEN LAMB	IBX CC	3229	792.00
4/23/2024	A-BETTER PLUMBER	IBX CC	3232	100.00
4/23/2024	OZ SAFEROOMS TECH	IBX CC	3233	75.00
4/22/2024	SPENCER HEAT & AIR LLC	Check	3225	75.00
4/22/2024	WATKINS HEATING & AIR	Check	3224	75.00
4/22/2024	KATHRYN E BROWN	Check	3223	15.00
4/22/2024	WACHTER, INC	Check	3222	75.00
4/22/2024	PRESTON HUCKS	Check	3221	15.00
4/22/2024	dba CES - CHAMBERS ELECTRICAL SERVICE	Check	3219	100.00
4/22/2024	DARLA TIJERINA	IBX CC	3226	25.00
4/22/2024	TRANQUILO, LLC	IBX CC	3227	1,500.00
4/22/2024	TRANQUILO, LLC	IBX CC	3228	1,500.00
4/22/2024	VOLT ELECTRIC LLC	IBX CC	3220	75.00
4/17/2024	EASY WIRELESS	Cash	3215	50.00
4/17/2024	BEACON ELECTRIC LLC	Check	3214	75.00
4/17/2024	STATEWIDE PLUMBING	IBX CC	3216	75.00
4/17/2024	REID PLUMBING INC	IBX CC	3217	100.00
4/17/2024	FLATSAFE TORNADO SHELTERS	IBX CC	3218	75.00
4/16/2024	NATHAN HODGES	Check	3210	30.00
4/16/2024	KENTAWNA BICKNELL	IBX CC	3211	25.00
4/16/2024	RAINBOW HEAT AND AIR INC	IBX CC	3212	100.00

4/16/2024	ABOVE ALL ELECTRICAL SOLUTIONS	IBX CC	3213	75.00
4/15/2024	FIRESTORM SEPTICS AND SHELTERS	Check	3209	75.00
4/15/2024	RON & MINDEE DUFFELL	Check	3208	792.00
4/15/2024	TARA L TURNER	Check	3207	15.00
4/12/2024	AIRCO SERVICE INC	Check	3206	100.00
4/12/2024	JULIE & APRIL HUSKINS	IBX CC	3205	792.00
4/11/2024	GODDESS TRANSPORT LLC	Check	3204	1,500.00
4/11/2024	VOGTS CONSTRUCTION COMPANY	IBX CC	3201	75.00
4/11/2024	ALL DAY PLB - MEC	IBX CC	3202	75.00
4/11/2024	ARIZONA SOLAR SOLUTIONS, INC dba SUNTRIA	IBX CC	3203	75.00
4/10/2024	COLE PLUMBING	Check	3200	75.00
4/10/2024	ROBERT LINDLEY AND JANET LINDLEY	IBX CC	3198	792.00
4/10/2024	ROBERT LINDLEY AND JANET LINDLEY	IBX CC	3199	792.00
4/9/2024	SPECIAL KNEADS EATS & TREATS	IBX CC	3197	50.00
4/8/2024	CONRAD THOMPSON	Cash	3196	776.00
4/8/2024	GOFORTH PLUMBING & MECHANICAL, LLC	Check	3194	75.00
4/8/2024	A BETTER HEAT AND AIR	Check	3193	75.00
4/8/2024	DERRICK CARPENTER	Check	3192	792.00

4/8/2024	VETERAN PLUMBING SERVICES, LLC	IBX CC	3191	75.00
4/8/2024	MOORE WATER & AIR TREATMENT	IBX CC	3195	75.00
4/8/2024	ADES OWENS LLC MOHAMMAD ADES dba FREDDIES PLUMBING AND HEATING LLC	IBX CC	3190	75.00
4/5/2024	MATTHEWS PLUMBING AND UTILITIES	Check	3189	75.00
4/5/2024	TRU-FUSE ELECTRIC - RES / COM	IBX CC	3188	75.00
4/4/2024	K-MAC ENTERPRISES, INC dba TACO BELL #30390 - 690	Check	3187	15.00
4/4/2024	JAMES J GREIN	Check	3186	15.00
4/4/2024	REBECCA FLOWERS & DEBRA HILTERBRAND	IBX CC	3184	1,568.00
4/4/2024	SPJ ELECTRIC	IBX CC	3185	75.00
4/3/2024	BRICKHOUSE LLC	Cash	3183	905.00
4/3/2024	RSR SERVICES LLC	Cash	3182	100.00
4/2/2024	DODDIE & LEONARD MOSLEY	IBX CC	3181	792.00
4/1/2024	FIREPLACE PLACE LLC	Check	3180	75.00
4/1/2024	K-MAC ENTERPRISES, INC dba TACO BELL #30393	Check	3179	15.00
4/1/2024	JEANNE LEOPARD	Check	3176	15.00
4/1/2024	HS-REAL ESTATE, INC dba THE	IBX CC	3177	905.00

	GARAGE			
4/1/2024	ACTS 29 SOLAR AND ELECTRIC	IBX CC	3175	75.00
				20,971.00

Total Records: 74

5/1/2024



Monthly - City Clerk

04/01/2024 - 04/30/2024

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20240656	4/22/2024	B - Accessory Structure	718 N PENNSYLVANIA	JEFF DANDY	NEW CONSTRUCTION	10,500	800	\$174.50
20240643	4/22/2024	B - Accessory Structure	524 N BEARD AVE	SUPERIOR STRUCTURES	MOVE ON	620	140	
20240596	4/11/2024	B - Accessory Structure	23 E SEVERN	STAR BUILDINGS AND CARPORTS	accessory building	6,500	324	\$73.35
20240577	4/9/2024	B - Accessory Structure	4105 N POTTENGER	BURNETT AFFORDABLE BUILDINGS	NEW CONSTRUCTION	5,000	160	
20240576	4/8/2024	B - Accessory Structure	802 E MIDLAND	TERRI DEMOSS	NEW CONSTRUCTION	8,800	160	
20240571	4/5/2024	B - Accessory Structure	602 N LEO AVE	LIMESTONE ROOFING INC	SHOP BUILDING	25,000	1,200	\$259.50
20240539	4/1/2024	B - Accessory Structure	15225 SOUTH SCHOOL RD	HARRISON CONSTRUCTION	NEW INSTALLATION	35,000	432	\$96.30
20240536	4/1/2024	B - Accessory Structure	15504 PATTERSON RD	BJ PHILLIPS CONSTRUCTION	NEW CONSTRUCTION	35,000	384	\$86.10
20240667	4/24/2024	B - Commercial - New	2202 N AIRPORT RD	KEVIN MOORE	MOVE ON	75,600	1,536	
20240538	4/1/2024	B - Commercial - New	6 W MACARTHUR ST	APOLLO BUILDING SYSTEMS	NEW CONSTRUCTION	995,000	6,200	\$1,554.50
20240671	4/24/2024	B - Commercial - Remodel	1510 N KICKAPOO SUITE 2	KEYSTONE FOOD SERVICE	REMODEL	30,000	1,250	\$317.00
20240634	4/17/2024	B - Commercial - Remodel	4832 MARKETPLACE BOULEVARD SUITE 300	TRINITY INTERIORS	FINISH OUT	60,000	1,405	\$355.75

20240618	4/15/2024	B - Commercial - Remodel	8 W MAIN ST	RGB3 LLC	REMODEL	50,000	5,000	
20240617	4/15/2024	B - Commercial - Remodel	6 W MAIN ST	RGB3 LLC	REMODEL	50,000	5,000	
20240565	4/4/2024	B - Commercial - Remodel	620 W AYER ST	DEMPSEY TEMPLETON	REPLACE EXISTING	24,000	10,500	\$29.50
20240554	4/3/2024	B - Commercial - Remodel	2601 OVAL DR	LINGO CONSTRUCTION	ERRECT	0	0	
20240575	4/8/2024	B - Flood Plain	15225 SOUTH SCHOOL RD	HARRISON CONSTRUCTION	NEW INSTALLATION	0	0	
20240601	4/11/2024	B - Residential - New	16504 STEVENS RD	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	341,600	4,561	\$973.71
20240600	4/11/2024	B - Residential - New	1412 ELLIE CT	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,967	\$1,147.49
20240594	4/10/2024	B - Residential - New	1211 ARIANA ST	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	200,000	2,645	\$1,291.56
20240584	4/9/2024	B - Residential - New	1209 ARIANA ST	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	200,000	2,677	\$1,298.36
20240583	4/9/2024	B - Residential - New	4310 ELOISE DR	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	200,000	2,042	\$1,163.43
20240580	4/9/2024	B - Residential - New	208 SHAVANO ST	GREG BROWN HOMES, LLC	NEW CONSTRUCTION	400,000	3,191	\$1,407.59
20240668	4/24/2024	B - Residential - Remodel	5 DOUG DR	RUSTY CROSS	ADD ON	30,000	450	\$100.13
20240652	4/22/2024	B - Residential - Remodel	1429 N BROADWAY	PALLADIUM ROOFING	REMODEL	16,100	273	\$62.51
20240633	4/17/2024	B - Residential - Remodel	624 N AYDELOTTE AVE	MIRIAM AGUILAR	REMODEL	15,000	900	\$195.75
20240625	4/16/2024	B - Residential - Remodel	630 W WOOD ST	MCKASSON CONSTRUCTION	REMODEL	50,000	771	\$168.34
20240606	4/12/2024	B - Residential - Remodel	920 N MARKET	KYLE MANUS	REMODEL	5,000	76	\$29.50
20240556	4/3/2024	B -	1606 E	NEAL RAMIREZ	REMODEL	120,000	1,300	\$280.75

		Residential - Remodel	HIGHLAND					
20240568	4/4/2024	B - Roof Redeck	2401 E HIGHLAND	PARKER BROTHERS ROOFING	REMODEL	0	0	\$54.50
20240664	4/23/2024	B - Solar Panels	17404 MAGNINO RD	RASOL ENERGY	NEW INSTALLATION	42,071	272	\$62.30
20240619	4/16/2024	B - Solar Panels	1402 MADISON AVE	ARIZONA SOLARE SOLUTIONS INC, dba SUNTRIA	NEW INSTALLATION	25,426	206	\$48.28
20240585	4/9/2024	B - Solar Panels	1208 CHARLES DR	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	25,681	248	\$57.20
20240694	4/30/2024	B - Storm Shelter	1105 MORNING SIDE CT	GROUND ZERO SHELTERS, CO	NEW INSTALLATION	2,845	0	
20240692	4/30/2024	B - Storm Shelter	1604 CEDAR BEND CT	STORM SAFE SHELTERS, INC	NEW INSTALLATION	4,650	24	\$29.50
20240682	4/29/2024	B - Storm Shelter	4307 N POTTENGER	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	4,800	70	
20240676	4/28/2024	B - Storm Shelter	17 ROCK HOLLOW	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	5,600	35	\$29.50
20240663	4/23/2024	B - Storm Shelter	15 RED OAK RD	RUSSELL CONSTRUCTION	NEW CONSTRUCTION	9,000	55	\$29.50
20240661	4/23/2024	B - Storm Shelter	4010 BLAINE RD	OZ SAFEROOMS TECH	NEW CONSTRUCTION	13,575	40	\$29.50
20240654	4/22/2024	B - Storm Shelter	17 ROCK HOLLOW	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	5,600	35	\$29.50
20240638	4/18/2024	B - Storm Shelter	4012 BLAINE RD	OKLAHOMA SHELTERS	STORM SHELTER	0	0	\$29.50
20240616	4/15/2024	B - Storm Shelter	53 SEQUOYAH	GROUND ZERO SHELTERS, CO	STORM SHELTER	0	0	\$29.50
20240615	4/15/2024	B - Storm Shelter	101 MEADOWS LANE	FLATSAFE TORNADO SHELTERS	STORM SHELTER	4,600	28	\$29.50
20240607	4/12/2024	B - Storm Shelter	28 E MIDLAND	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	4,000	48	\$29.50
20240605	4/12/2024	B - Storm Shelter	1913 SHADOW WOOD LN	GROUND ZERO SHELTERS, CO	STORM SHELTER	2,995	32	\$29.50
20240590	4/10/2024	B - Storm Shelter	1916 N PHILADELPHIA AVE	AMERICAN STORM SHELTERS, INC	NEW INSTALLATION	7,100	48	\$29.50

20240537	4/1/2024	B - Storm Shelter	1825 N PARK	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	4,800	70	\$29.50
20240691	4/30/2024	E - Electrical	522 W SARATOGA	TEAM UPTOWN ELECTRIC	METER BASE	0	0	\$54.50
20240689	4/30/2024	E - Electrical	227 S DIXON	ADVANCED QUALITY ELECTRIC	RECONNECT	0	0	\$54.50
20240685	4/30/2024	E - Electrical	2119 TIMBERS BLVD	GENERATOR SUPERCENTER	NEW INSTALLATION	0	0	\$54.50
20240683	4/29/2024	E - Electrical	16504 STEVENS RD	MARSH ELECTRIC LLC	ACCESSORY BUILDING	0	0	\$54.50
20240677	4/29/2024	E - Electrical	621 W INDEPENDENCE	ABOVE ALL ELECTRICAL SOLUTIONS, LLC		0	0	\$54.50
20240673	4/26/2024	E - Electrical	728 N CHAPMAN	KENNY DOYLE		0	0	\$29.50
20240672	4/25/2024	E - Electrical	1927 E WALNUT	CITIZEN POTAWATOMI NATION	NEW SERVICE / BCW	0	0	\$104.50
20240669	4/25/2024	E - Electrical	1405 W WALLACE	BARNETT ELECTRIC, HEAT & AIR	MOVE PANEL	0	0	\$54.50
20240665	4/23/2024	E - Electrical	17404 MAGNINO RD	RASOL ENERGY	NEW INSTALLATION	42,071	272	\$54.50
20240662	4/23/2024	E - Electrical	523 E ANNA	ECK ELECTRIC LLC	NEW 100 AMP SERVICE	0	0	\$54.50
20240658	4/23/2024	E - Electrical	722 N LOUISA AVE	YARDY ELECTRIC	REPLACE EXISTING	0	0	\$54.50
20240653	4/22/2024	E - Electrical	314 N AYDELOTTE AVE	VOLT ELECTRIC	CHANGE OUT	0	0	\$54.50
20240651	4/22/2024	E - Electrical	126 MEADOWS LN	RED RIVER ELECTRIC	REMODEL	0	0	\$54.50
20240650	4/22/2024	E - Electrical	622 N CLEVELAND AVE	RED RIVER ELECTRIC	REMODEL	0	0	\$54.50
20240649	4/22/2024	E - Electrical	4203 N POTTENGER	RED RIVER ELECTRIC	SERVICE REPAIR	0	0	\$54.50
20240648	4/22/2024	E - Electrical	803 N HOBSON	H&H ELECTRIC	NEW SERVICE / BCW	0	0	\$104.50
20240647	4/22/2024	E - Electrical	2029 W BENEDICT	dba CES CHAMBERS ELECTRICAL SERVICE	SERVICE UPGRADE	0	0	\$54.50
20240636	4/18/2024	E - Electrical	4007 N	TIMOTHY	BCW	0	0	\$54.50

			CHAPMAN	ROBERTS ELEC / HVAC				
20240635	4/18/2024	E - Electrical	41600 WOLVERINE RD	GENERATOR SUPERCENTER	NEW INSTALLATION	0	0	\$54.50
20240627	4/16/2024	E - Electrical	527 W WOOD	ANDERSON ELECTRICAL SERVICE, LLC	UPGRADE	0	0	\$54.50
20240621	4/16/2024	E - Electrical	1801 N BROADWAY	ABOVE ALL ELECTRICAL SOLUTIONS, LLC	REPLACE EXISTING	0	0	\$54.50
20240620	4/16/2024	E - Electrical	1402 MADISON AVE	ARIZONA SOLARE SOLUTIONS INC, dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20240611	4/15/2024	E - Electrical	2224 E HIGHLAND ST #B	ACTS 29 SOLAR & ELECTRIC LLC	SERVICE UPGRADE	0	0	\$104.50
20240610	4/15/2024	E - Electrical	222 W HIGHLAND ST	POTEET ELECTRIC	200 AMP SERVICE UPGRADE	0	0	\$54.50
20240603	4/12/2024	E - Electrical	707 W SARATOGA ST	MARSH ELECTRIC LLC	ACCESSORY BUILDING	0	0	\$104.50
20240602	4/11/2024	E - Electrical	544 N ELM	ABSOLUTE ELECTRICAL CONTRACTORS LLC	REMODEL	0	0	\$104.50
20240598	4/11/2024	E - Electrical	908 1/2 OVERLAND CT	TIMOTHY ROBERTS ELEC / HVAC	REPAIR EXISTING	0	0	\$54.50
20240597	4/11/2024	E - Electrical	908 OVERLAND CT	TIMOTHY ROBERTS ELEC / HVAC	REPAIR EXISTING	0	0	\$54.50
20240586	4/9/2024	E - Electrical	1208 CHARLES DR	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20240570	4/5/2024	E - Electrical	1429 N BROADWAY	ALL PHASE ELECTRIC, INC	MISCELLANEOUS	0	0	\$54.50
20240562	4/4/2024	E - Electrical	1102 W MACARTHUR	SPJ ELECTRIC	MISCELLANEOUS	0	0	\$54.50
20240558	4/3/2024	E - Electrical	121 W 45TH ST	ALL PHASE ELECTRIC	road sign - disconnect only	0	0	\$54.50
20240552	4/3/2024	E - Electrical	619 W ROSA	RSR SERVICES LLC	SERVICE INSPECTION	0	0	\$54.50
20240549	4/3/2024	E - Electrical	1606 E HIGHLAND	BMF ELECTRIC LLC	REPLACE EXISTING	0	0	\$104.50

20240548	4/2/2024	E - Electrical	1830 N MINNESOTA AVE	ALL PHASE ELECTRIC	100 AMP PANEL CHANGEOUT	0	0	\$54.50
20240693	4/30/2024	F - Burn	1823 W HIGHLAND	TIM POWELL	BURN PERMIT	0	0	\$29.50
20240690	4/30/2024	F - Burn	1325 E 42ND	WAYNE COSGILL	42nd street and harrison	0	0	\$29.50
20240681	4/29/2024	F - Burn	1000 N KENNEDY AVE	RONNIE ARCHER	BURN PERMIT	0	0	\$29.50
20240666	4/24/2024	F - Fire Alarm / Smoke Control System	535 W FEDERAL ST	FIRETROL	NEW INSTALLATION	89,500	45,236	\$1,009.22
20240541	4/2/2024	F - Fire Suppression	510 S KICKAPOO AVE	CENTRAL FIRE SYSTEMS	NEW INSTALLATION	0	3,690	\$178.30
20240540	4/2/2024	F - Fire Suppression	502 S KICKAPOO AVE	CENTRAL FIRE SYSTEMS	NEW INSTALLATION	0	3,690	\$178.30
20240686	4/30/2024	M - Mechanical	1302 WINDSOR PL	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$84.50
20240680	4/29/2024	M - Mechanical	3303 N HARRISON	SOONER HVAC, INC	NEW INSTALLATION	0	0	\$54.50
20240678	4/29/2024	M - Mechanical	102 E MAIN	AMERICAN AIR CONDITIONING AND HEATING	NEW SYSTEM	0	0	\$164.50
20240657	4/23/2024	M - Mechanical	619 W ROSA	METRO HVAC	CHANGE OUT	0	0	\$64.50
20240655	4/22/2024	M - Mechanical	1621 N PENNSYLVANIA	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$84.50
20240646	4/22/2024	M - Mechanical	22 W MAIN ST SUITE A	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$124.50
20240641	4/19/2024	M - Mechanical	3702 N UNION	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$64.50
20240640	4/18/2024	M - Mechanical	601 W WALLACE ST	SUNBELT HEAT AND AIR	15 TON NEW SYSTEM	0	0	\$304.50
20240637	4/18/2024	M - Mechanical	4007 N CHAPMAN	TIMOTHY ROBERTS ELEC / HVAC	NEW INSTALLATION	0	0	\$54.50
20240630	4/16/2024	M - Mechanical	2008 N IONE	A-TEAM HTG	NEW SYSTEM 3 TON	0	0	\$64.50
20240622	4/16/2024	M - Mechanical	1613 HUNTERS RIDGE DR	JORDON'S A/C DOCTORS	CHANGE OUT	0	0	\$84.50
20240595	4/10/2024	M - Mechanical	327 N BROADWAY	SPARKS HVAC, INC	CHANGE OUT	0	0	
20240578	4/9/2024	M -	4901 N	SPARKS HEAT &	CHANGE OUT	0	0	\$154.50

		Mechanical	KICKAPOO	AIR, INC				
20240566	4/4/2024	M - Mechanical	1102 E MAIN ST	TIMOTHY ROBERTS ELEC / HVAC	GAS LINE	0	0	\$54.50
20240557	4/3/2024	M - Mechanical	1606 E HIGHLAND	Corey Crenshaw	change out	0	0	\$64.50
20240551	4/3/2024	M - Mechanical	1101 W 45TH	AIR FORCE 1 A/C & HTG, LLC	CHANGE OUT	0	0	\$54.50
20240614	4/15/2024	O - Curb Cut, Driveway and Sidewalk	1710 AUTUMN LN	TKO CONCRETE	REPLACE EXISTING	0	0	\$50.00
20240569	4/4/2024	O - Curb Cut, Driveway and Sidewalk	1208 MONROE DR	TKO CONCRETE		0	0	\$50.00
20240687	4/30/2024	O - Demolition and Moving	1242 E ADA ST	TOTAL DEMOLITION SERVICES, LLC	DEMOLITION	0	0	
20240632	4/17/2024	O - Demolition and Moving	329 N PHILADELPHIA	WADE'S SERVICES	DEMOLITION	0	0	
20240599	4/11/2024	O - Demolition and Moving	904 N HARRISON	MEIER AND SON DEMOLITION LLC	DEMOLITION	0	0	
20240582	4/9/2024	O - Demolition and Moving	4732 N KICKAPOO	VOGTS CONSTRUCTION COMPANY	DEMOLITION	0	0	\$50.00
20240561	4/3/2024	O - Demolition and Moving	1129 E FAY	MEIER AND SON DEMOLITION, LLC	DEMOLITION	0	0	
20240547	4/2/2024	O - Demolition and Moving	1425 N BEARD	CHA'SON HOLMES	DEMOLITION	0	0	\$50.00
20240546	4/2/2024	O - Demolition and Moving	2202 N AIRPORT DR	M & M WRECKING	DEMOLITION	0	0	
20240543	4/2/2024	O - Demolition and Moving	2202 N AIRPORT DR	M & M WRECKING	DEMOLITION	0	0	
20240542	4/2/2024	O - Demolition and Moving	702 W INDEPENDENCE	M & M WRECKING	DEMOLITION	0	0	
20240629	4/16/2024	O - Paving Cut and Boring	1113 E WAYNE ST	KW SERVICES LLC	STREET CUT	0	0	\$60.00
20240608	4/15/2024	O - Paving Cut and	434 W MACARTHUR	STANFIELD PLUMBING	CONCRETE PAVE CUT	0	0	\$60.00

		Boring	ST					
20240579	4/9/2024	O - Paving Cut and Boring	121 E MAIN ST	CODE RED	ROAD BORE / aerial install only	0	0	
20240545	4/2/2024	O - Paving Cut and Boring	1103 E WAYNE	HARDINS FAMILY PLUMBING LLC	STREET CUT	0	0	\$60.00
20240588	4/10/2024	O - Sign	1440 N HARRISON	DALMARC SIGNS	NEW INSTALLATION	6,000	134	\$100.00
20240567	4/4/2024	O - Sign	4732 N KICKAPOO	GSS SIGN & DESIGN dba GLOBAL SIGN SOLUTIONS	NEW INSTALLATION	0	0	\$250.00
20240688	4/30/2024	P - Plumbing	1812 CHANDLER DR	COMPLETE PLUMBING	GAS PRESSURE TEST	0	0	\$54.50
20240679	4/29/2024	P - Plumbing	6 TIMBER CREEK DR	WEST SHORE HOME LLC	REMODEL	0	0	\$54.50
20240675	4/26/2024	P - Plumbing	46204 E MACARTHUR ST	MOORE WATER TREATMENT	INSTALL WATER REFINER	0	0	\$54.50
20240674	4/26/2024	P - Plumbing	1704 N OKLAHOMA AVE	MOORE WATER TREATMENT	WATER REFINER, REVESE OSMOSIS	0	0	\$54.50
20240670	4/25/2024	P - Plumbing	1604 E MAIN ST	AKC PLUMBING, LLC	REPLACE EXISTING	0	0	\$54.50
20240660	4/23/2024	P - Plumbing	619 W ROSA	A-BETTER PLUMBER	GASLINE	0	0	\$54.50
20240659	4/23/2024	P - Plumbing	619 W ROSA	A-BETTER PLUMBER	GASLINE	0	0	\$54.50
20240645	4/22/2024	P - Plumbing	1208 MONROE DR	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20240644	4/22/2024	P - Plumbing	935 N UNION	DALES PLUMBING	SEWER TAP	0	0	\$379.50
20240642	4/22/2024	P - Plumbing	709 E 11TH	DALE'S PLUMBING	REPLACE EXISTING	0	0	\$54.50
20240639	4/18/2024	P - Plumbing	630 N TUCKER AVE	ALL ABOUT PLUMBING	SEWER LINE REPAIR	0	0	\$54.50
20240631	4/17/2024	P - Plumbing	622 N CLEVELAND AVE	DALE'S PLUMBING	REMODEL	0	0	\$54.50
20240626	4/16/2024	P - Plumbing	303 W MACARTHUR	DALE'S PLUMBING	REPAIR EXISTING	0	0	\$54.50
20240624	4/16/2024	P - Plumbing	2620 N UNION AVE	HUBBARD PLUMBING LLC	GAS LINE EXTENSION FOR GENERATOR	0	0	\$54.50
20240623	4/16/2024	P - Plumbing	126 MEADOWS	STANFIELD	FINISH OUT	0	0	\$54.50

			LN	PLUMBING				
20240612	4/15/2024	P - Plumbing	535 N MARKET	WEST SHORE HOME LLC	REMODEL	0	0	\$54.50
20240609	4/15/2024	P - Plumbing	434 W MACARTHUR ST	STANFIELD PLUMBING	WATER REPAIR	0	0	\$54.50
20240593	4/10/2024	P - Plumbing	1101 W 45TH	COLE PLUMBING	NEW INSTALL	0	0	\$54.50
20240592	4/10/2024	P - Plumbing	332 N HARRISON	JERRY DUNN PLUMBING	pressure test / checking water	0	0	\$54.50
20240591	4/10/2024	P - Plumbing	2802 N KICKAPOO SPUR	JERRY DUNN PLUMBING	GREASE TRAP	0	0	\$54.50
20240589	4/10/2024	P - Plumbing	937 E HAYES	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20240581	4/9/2024	P - Plumbing	1311 E MARGARET	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20240574	4/8/2024	P - Plumbing	1934 RIDGE CREST DR	VETERAN PLUMBING SERVICES LLC	CHANGE OUT	0	0	\$54.50
20240573	4/8/2024	P - Plumbing	722 N BROADWAY AVE	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20240572	4/5/2024	P - Plumbing	125 W MIDLAND	MOORE WATER TREATMENT	NEW INSTALLATION	0	0	\$54.50
20240564	4/4/2024	P - Plumbing	4408 N CHAPMAN	VIP PLUMBING OK	REPLACE EXISTING	0	0	\$54.50
20240563	4/4/2024	P - Plumbing	8975 N LEO RD	LINN'S PLUMBING, LLC	REPLACE EXISTING	0	0	\$54.50
20240560	4/3/2024	P - Plumbing	16504 STEVENS RD	GLENN SEIDL PLUMBING	ROUGH IN DRAIN GROUND	0	0	\$54.50
20240559	4/3/2024	P - Plumbing	217 S DIXON	GLENN SEIDL PLUMBING	NEW WATER HEATER CHANGE OUT	0	0	\$54.50
20240555	4/3/2024	P - Plumbing	1218 E EDWARDS ST	DALE'S PLUMBING	REPLACE EXISTING	0	0	\$54.50
20240550	4/3/2024	P - Plumbing	1505 N MARKET	COMPLETE PLUMBING LLC	GAS LINE EXT	0	0	\$54.50
20240544	4/2/2024	P - Plumbing	1103 E WAYNE	HARDINS FAMILY PLUMBING LLC	REPLACE EXISTING	0	0	\$54.50
20240684	4/30/2024	P - Septic	15813 SLEEPY HOLLOW RD	FIRESTORM SEPTICS AND SHELTERS	REPLACE EXISTING	0	0	\$25.00
20240628	4/16/2024	P - Septic	33103 CLEARPOND RD	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	0	0	\$25.00

20240587	4/9/2024	P - Septic	16504 STEVENS RD	FIRESTORM SEPTIC	NEW INSTALLATION	0	0	\$25.00
20240613	4/15/2024	PC - Plat - Final	0 N HARRISON	TJT HOLDING / LANDES ENGINEERING	FINAL PLAT	0	0	\$235.00
20240604	4/12/2024	PC - Plat - Preliminary	ROLLING HILLS	ABSENTEE SHAWNEE HOUSING AUTHORITY	PRELIMINARY PLAT	0	0	\$235.00
20240553	4/3/2024	PC - Plat - Preliminary	N UNION & E 45TH	ROYAL LAND PROPERTIES, LLC	PRELIMINARY PLAT	0	0	\$243.00
								\$20,343.22

Total Records: 159

5/1/2024

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: Crystal Richardson
Date: Wednesday, May 8, 2024 2:16:57 PM

From: Ed Bolt - Mayor
Sent: Friday, April 19, 2024 4:09 PM
To: Lisa Lasyone
Subject: Crystal Richardson

Lisa,

I received this message in a text today from Crystal Richardson informing me that she needs to resign from the Zoning Board of Adjustment.

I will begin the search for a replacement.

Thanks
Ed

“OK, I Crystal Richardson would like to resign from the Zoneing Board effective immediately please and thank you”

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Re: FW: Shawnee Arts and Culture Commission Information - Deadline MAY 10, 2024
Date: Tuesday, May 14, 2024 10:58:27 AM

From: Tate Monroe
Sent: Sunday, May 12, 2024 2:24 PM
To: Rachel Clyne
Subject: [EXTERNAL EMAIL]Re: FW: Shawnee Arts and Culture Commission Information - Deadline MAY 10, 2024

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Good morning. I have seen that I am due to roll off of the art's commission. As much as I'd like to stay involved, I believe it will be best for everyone if I go ahead and accept that my term has ended. Having begun attending college since I have been seated, my fall schedule has me at Oklahoma City University throughout the week. I've been ever so honored and grateful to be on the inaugural side of seeing this goal of public art going up in Shawnee to fruition.

Thank you,
Tate Monroe

5-9-24

To Whom it May Concern:

I wish not to be reappointed for the Shawnee Public Library Board effective when my current term is up effective June 30, 2024. I appreciate the time I have spent on the board. If you have any questions, please contact me at littlebrown4211@gmail.com.

Sincerely,

Becky Brown

To whom it may concern,

I am choosing not to be reappointed to the Shawnee Senior Citizens Advisory Board and will resign effective July 1, 2024.

A handwritten signature in blue ink, reading "Bill Haley", written over a horizontal line.

Bill Haley



City Clerk Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Lisa Lasyone, City Clerk
Subject: Approve removal of appointment of Glenda Pierce from Shawnee Urban Renewal Authority.

Background: Glenda Pierce was appointed to the Shawnee Urban Renewal Authority on January 17, 2023 to a First Full Term. The term expires on February 2, 2026.

In a telephone conversation, Ms. Pierce has advised Mayor Bolt that she has moved outside of the State of Oklahoma. Due to this information, Ms. Pierce is no longer eligible to be on the Shawnee Urban Renewal Authority. Therefore, City staff is requesting that Ms. Pierce be removed from the appointment in order for the seat to be vacant and applications can be accepted to fill the vacancy.

Financial Impact: None

Attachments:

Staff Recommendation: Approve removal of appointment

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]
Date: Wednesday, May 8, 2024 9:40:04 AM

From: Sally Murphy
Sent: Monday, April 22, 2024 6:55 PM
To: COS City Clerk
Subject: [EXTERNAL EMAIL]

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

I would be honored to serve another term on the Senior Center Advisory Board.



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Sally Murphy (Sarah)</u>	Application Date: <u>12-14-2021</u>
Address: <u>2213 Crooked Oak Drive</u>	Date of Birth: <u>09-02-1948</u>
Mailing Address: <u>Shawnee, OK 74804</u>	
Daytime Phone: <u>405-919-7884</u> Fax: <u>—</u>	Email: <u>Murphy.sally.938@gmail.com</u>
Profession: <u>Retired</u>	
Business Name: <u>University of Oklahoma College of Medicine</u>	
Business Address: <u>N/A</u>	
Business Phone: <u>N/A</u> Fax: <u>—</u>	Email: <u>—</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee: N/A

How many years have you lived in Shawnee? 9 yrs.

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Arts and Culture Commission ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☐ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☐ Planning Commission ☒ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other _____
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Revised March 2, 2021

Why are you interested in serving on the Board/Committee/Commission selected above?

I believe I could be a valuable member to the board given my 4-7 yrs. of attendance there.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I have attended many classes at the Center and am familiar with its activities and operation.

What civic or volunteer activities (if any) are you currently involved in?

Senior Center gardens

List education, including degree(s) earned:

BS English

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

NO

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Joy Harrison</u>	<u>Friend</u>	<u>405-496-9141</u>
<u>Susie Hoskins</u>	<u>Friend</u>	<u>405-809-5258</u>
<u>Vonda Bryce</u>	<u>Friend</u>	<u>405-481-9477</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Sarah C. Murphy

Date 12-14-2021

Revised March 2, 2021

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

I would be honored to serve on the Senior Center board. I am familiar with its offerings and have participated in many of them. I am also familiar with the staff having worked in their gardens for the past two years. I would enthusiastically participate in the board's work.

Revised March 2, 2021

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Reappointed
Date: Wednesday, May 8, 2024 9:46:35 AM

From: anndeee
Sent: Friday, April 19, 2024 2:23 PM
To: COS City Clerk
Subject: [EXTERNAL EMAIL]Reappointed

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

I would like to be reappointed to the Senior Advisory Board for another term.
Thank you.

Ann Dowdy

Sent from my iPad



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>ANN DOWDY</u>	Application Date: _____
Address: <u>39209 W. MACARTHUR</u>	Date of Birth: <u>12/01/1944</u>
Mailing Address: <u>39209 W. MACARTHUR ST, SHAWNEE, OK 74804</u>	
Daytime Phone: <u>405-613-1724</u> Fax: _____	Email: <u>anndee844@gmail.com</u>
Profession: <u>RETIRED</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____	Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 74

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☐ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☐ Planning Commission ☒ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
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Why are you interested in serving on the Board/Committee/Commission selected above?

TO BE MORE ACTIVE WITH THE SENIORS.

Revised July 12, 2019

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

MANAGER OVER 12 EMPLOYEES FOR 25 YEARS. SERVED ON ABSENTEE SHAWNEE BOARD, SERVED ON JOB TRAINING BOARD.

What civic or volunteer activities (if any) are you currently involved in?

FINANCIAL SECRETARY AT WESLEY UMC.

List education, including degree(s) earned:

HIGH SCHOOL DIPLOMA, OBU SECRETARIAL ADMINISTRATION DEGREE

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

NO

Have you ever been charged and/or convicted of a felony? NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
TRIBBY HARDWAY	FRIEND	405-432-9708
JERRY LEWIS	FRIEND	405-206-1198
DEBRA CHRISTIAN	FRIEND	405-585-9691

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Ann Dowdy

Date 8/15/19

Revised July 12, 2019

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Revised July 12, 2019



APPLICATION TO SERVE
Boards, Committees, and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Sarita Hayes</u>	Application Date: <u>4/19/24</u>
Address: <u>1905 N Park Ave</u>	Date of Birth: <u>1/5/93</u>
Mailing Address: <u>1905 N Park Shawnee, OK 74804</u>	
Daytime Phone: <u>(405)343-4214</u>	Email: <u>saritahayes.liveoily@gmail.com</u>
Profession: <u>General Manager</u>	
Business Name: <u>HTeaO Shawnee</u>	
Business Address: <u>3304 N Kickapoo Ave</u>	
Business Phone: <u>(405)803-8916</u>	Email: <u>store162@hteao.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

How many years have you lived in Shawnee? 21 years

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee/commission: _____

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Shawnee Beautification, Parks, and Recreation Committee
☐ Board of Adjustment (Zoning)	☐ Shawnee Civic and Cultural Development Authority
☐ Housing Authority	☐ Shawnee Hospital Authority
☐ Library Board	☐ Shawnee Senior Citizens Advisory Board
☐ Oklahoma Baptist University Trust Authority	☐ Shawnee Urban Renewal Authority
☒ Planning Commission	☐ Other _____
☐ Shawnee Arts and Culture Commission	

Why are you interested in serving on the Board/Committee/Commission selected above?

I absolutely love my community and would love to serve in this capacity to offer my time, ideas and resources to better our town. As a mom choosing to raise my family here, this is very important to me!

Revised August 1, 2023

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I have a lot of energy, desire and drive to ensure Shawnee is the best we can be. I love planning and organizing. I enjoy communicating and delegating tasks. I'm self driven but love working alongside others!

What civic or volunteer activities (if any) are you currently involved in?

I am currently involved with Pogo, Youth and Family, Community Renewal and I volunteer my time and energy with these organizations whenever I am able.

List education, including degree(s) earned:

I graduated from Shawnee High and earned an Interdisciplinary Degree at OBU with a focus in Natural Science, Anthropology and Cross Cultural Studies.

Have you ever served on a City-appointed board/committee/commission before? No, I have not.

If so, which ones and for how long did you serve?

Have you ever been charged and/or convicted of a felony? No, I have not.

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No, I have not.

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Ashley Owens	Supervisor	+1 (405) 249-8737
Emily Nickerson	Friend, MFT counselor	+1 (405) 765-7195
Erin Bailey	Friend	+1 (405) 697-6987

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Sarita Hayes

Date 4/19/24

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org

Revised August 1, 2023

John Ryan Grider
Letter of Interest City of Shawnee Arts & Culture Commission
1207 N. Oklahoma Ave. Shawnee, OK 74801
Phone: {405} 496.4146
Email: ryangrider@sbcglobal.net

Ms. Rachel Clyne,

My name is John Ryan Grider, and I am a lifelong resident of Shawnee, Oklahoma. I am writing to ask for my reappointment to the Shawnee Arts & Culture Commission.

Since I was young my passion in life has always been the arts. As a child if I was not outside with my friends I would be somewhere with my nose in a book or working on some sort of art project. This passion for the arts and nature, along with growing up in a family of local homebuilders, led me to a career that allowed me to blend them together while making the world a more beautiful place.

When I was in elementary school at Grove, I would often take the bus after school to my uncle's house down the street where I would sit next to him in his home office and draw while he drafted house plans and worked on construction bids. Little did I know at the time, I was learning to draw plans long before I knew that I would study landscape architecture and choose to spend my life working as a designer and project manager.

I studied landscape architecture in minored in studio art while at Oklahoma State University and upon my graduation in 2016 I realized that I had another passion in giving back to my community. In high school and college, I had been involved in a variety of service organizations and enjoyed the opportunity to get to know people in my community. My past career experience has always been in the landscape industry, utilizing my college education on projects across the state of Oklahoma. In July of 2023 I took on the role of Project Manager at Oklahoma Baptist University where I have been able to employ my skillset as a designer and creative problem solver at a broader scale. As someone who is a member of the team rebuilding a university after a natural disaster, I have gotten a crash course on managing projects of varying scope and have further developed my abilities to bring stakeholders together to work towards a common goal. My new role has also allowed me to take a deep dive into multiple trades and to experience firsthand the intricacies of working with historic buildings that are ingrained in the fabric of our community. Due to this career change I can be more involved in local causes since I am not traveling for work during the day. This will allow me to take a more active role on the board. I hope to continue to be able to serve the commission for the next three years.

Best Regards,



J. Ryan Grider



APPLICATION TO SERVE
Boards, Committees, and Commissions

☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>John Ryan Grider</u>	Application Date: <u>05.08.24</u>
Address: <u>1207 N. Oklahoma Ave. Shawnee, OK 74801</u>	Date of Birth: <u>10.05.1992</u>
Mailing Address: <u>1207 N. Oklahoma Ave. Shawnee, OK 74801</u>	
Daytime Phone: <u>405.496.4146</u>	Email: <u>ryangrider@sbcglobal.net</u>
Profession: <u>Project Manager</u>	
Business Name: <u>Oklahoma Baptist University Facilities Services Department</u>	
Business Address: <u>2001 Airport Dr. Shawnee, OK 74804</u>	
Business Phone: <u>405.585.5510 EXT. 5510</u>	Email: <u>ryan.grider@okbu.edu</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

How many years have you lived in Shawnee? 31 Years

Do you currently serve on a City board, committee, or commission? Yes ☒ No ☐

If so, please list the board/committee/commission: Arts & Culture Commission

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Board of Adjustment (Zoning) ☐ Housing Authority ☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☒ Shawnee Arts and Culture Commission	☐ Shawnee Beautification, Parks, and Recreation Committee ☐ Shawnee Civic and Cultural Development Authority ☐ Shawnee Hospital Authority ☐ Shawnee Senior Citizens Advisory Board ☐ Shawnee Urban Renewal Authority ☐ Other _____
---	---

Why are you interested in serving on the Board/Committee/Commission selected above?
Please see attached.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

Please see attached.

What civic or volunteer activities (if any) are you currently involved in?

Please see attached.

List education, including degree(s) earned:

Batchlors of Landscape Architecture - Oklahoma State University 2016

Shawnee High School - 2011

Have you ever served on a City-appointed board/committee/commission before? Yes

If so, which ones and for how long did you serve?

Arts & Culture Commission, 3 Years

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Richard Finley	Family Friend	(405) 820.3869
Marilyn Bradford	Family Friend	(405) 640.1421
Patti Simmons	Family Friend/Realtor	(405) 664.8222

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature *John Ryan Grider* Date 05.08.24

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org

John Ryan Grider
City of Shawnee, OK Arts & Culture Commission Application
1207 N. Oklahoma Ave. Shawnee, OK 74801
Phone: (405) 496.4146
Email: ryangrider@sbcglobal.net

1. Why are you interested in serving on the Board/Committee/Commission selected above?

The arts have always been my passion in my life. I come from a family of homebuilders and during my childhood my uncle still drafted all of his plans by hand in his home office. I can still remember many afternoons sitting at a small desk next to his drafting table drawing everything I could imagine on scrap blueprint paper while he would work out all the details of his next project. Little did I know at five years old that I would later choose a career path that blend art, science, and construction together. Currently I am the Project Manager with the Facilities Services Department at Oklahoma Baptist University where I take on multiple roles. The first and foremost is as a member of the team rebuilding a university after a natural disaster and the second is managing new construction and remodel projects on campus ranging from classroom and dorm renovations to grounds projects. In my previous role, I was the lead designer for one of the larger full-service landscape companies in central Oklahoma. Since my career change, I have found myself spending much less time on the road and with a more flexible schedule that allows me to devote more time to causes that I am passionate about. I look forward to the opportunity for more involvement with the Arts and Culture Commission over the next term.

2. What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

In my current role as the Project Manager for OBU I have gotten a crash course in all multiple forms of construction and project management outside of just the landscape industry. This has provided me with a greater knowledge of building and design processes as well as the materials used in a wide variety of projects. This has also come with a better understanding of how to manage projects with a much wider scope. With my background as a landscape designer, I learned how to strike a balance between art and reality. My strongest skill is creative problem solving and my ability to communicate verbally in the public realm. This has been further developed in my time at OBU where I have had to bring a broader scope of stakeholders together to complete projects. My contacts across the construction industry and experience would be an even greater resource for the board going forward.

3. What civic or volunteer activities (if any) are you currently involved with?

Currently I am involved with The City of Shawnee Arts and Culture Commission, The Shawnee Home Builders Association, The Pottawatomie County Young Professionals, an active member of Heritage Church, a board member for the Shawnee Educational Foundation, and I am currently serving as the Board President for Youth and Family Resource Center. I enjoy being active and involved in my community, meeting new people, and building relationships that can help make this community a better place to be.

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Re: Shawnee Arts and Culture Commission Information - Deadline MAY 10, 2024
Date: Monday, May 13, 2024 12:42:37 PM

From: Lucas Simmons
Sent: Thursday, May 9, 2024 8:21 PM
To: Rachel Clyne
Subject: [EXTERNAL EMAIL]Re: Shawnee Arts and Culture Commission Information - Deadline MAY 10, 2024

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Hi Rachel,

I'd like to continue to be on the commission but I need to amend one of my references. Julie Blackstone is no longer with us so I will have to replace her with Joshua Brunet. He is a colleague at OBU and his phone number is (731) 499-3805.

Thanks!

Please let me know if you need anything else

Lucas

Sent from my iPhone



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Lucas Simmons</u>	Application Date: <u>3/31/21</u>
Address: <u>1302 n union</u>	Date of Birth: <u>4/19/1989</u>
Mailing Address: _____	
Daytime Phone: <u>4055840020</u>	Fax: _____ Email: <u>lucas.r.simmons@gmail.com</u>
Profession: <u>artist/art professor</u>	
Business Name: <u>Oklahoma Baptist University</u>	
Business Address: <u>500 W University</u>	
Business Phone: <u>4055854000</u>	Fax: _____ Email: _____

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 10

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Oklahoma Baptist University Trust Authority
☒ Arts and Culture Commission	☐ Parks and Recreation Committee
☐ Beautification Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Traffic Commission
☐ Library Board	☐ Other _____

Revised March 2, 2021

Why are you interested in serving on the Board/Committee/Commission selected above?

I have seen the impact that public art has had in other cities, most notably Oklahoma City and would love to see that here.

Shawnee has been my home for about a decade and I would love to contribute to the community in some way.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

As an artist, I work with many clients in a variety of settings. Each of those situations involves a lot of problem solving and communication with the clients.

What civic or volunteer activities (if any) are you currently involved in?

List education, including degree(s) earned:

I received a bachelor's degree in art from Oklahoma Baptist University and my Masters in Fine Art from the University of Oklahoma.

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

I have not

Have you ever been charged and/or convicted of a felony? no

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? no

If so, please explain:

Please include up to three personal or professional references:

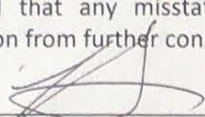
Name	Relationship	Telephone Number
Corey Fuller	Corey was my former professor and now my boss at OBU.	(405) 570-0934
Leanne Wright	Leanne is a friend and patron.	(405) 639-0075
Julie Blackstone	Julie was my former professor and now a colleague at OBU.	(405) 760-2269

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date 3/31/2021

Revised March 2, 2021

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Revised March 2, 2021



APPLICATION TO SERVE
Boards, Committees, and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Melanne Greenwood</u>	Application Date: <u>4/17/24</u>
Address: <u>1 Juel Drive</u>	Date of Birth: <u>12/10/71</u>
Mailing Address: <u>1 Juel Drive</u>	
Daytime Phone: <u>405 550 2557</u>	Email: <u>mgreenwood@mcloudschools.us</u>
Profession: <u>educator</u>	
Business Name: <u>Mcloud Public Schools</u>	
Business Address: <u>1100 Seikel Blvd</u>	
Business Phone: <u>405 964-3312</u>	Email: <u>same</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

How many years have you lived in Shawnee? 32 years

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee/commission: _____

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Shawnee Beautification, Parks, and Recreation Committee
☐ Board of Adjustment (Zoning)	☐ Shawnee Civic and Cultural Development Authority
☐ Housing Authority	☐ Shawnee Hospital Authority
☒ Library Board	☐ Shawnee Senior Citizens Advisory Board
☐ Oklahoma Baptist University Trust Authority	☐ Shawnee Urban Renewal Authority
☐ Planning Commission	☐ Other _____
☐ Shawnee Arts and Culture Commission	

Why are you interested in serving on the Board/Committee/Commission selected above?

I have experience in the library as I am a certified LMS. Enjoy helping w/ programs + education

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

relevant, caring, dependable

What civic or volunteer activities (if any) are you currently involved in?

Gateway to Prevention, church, Junior Service, all
Comm. Renewal, many school

List education, including degree(s) earned:

2 Masters
National Board certification

Have you ever served on a City-appointed board/committee/commission before? yes

If so, which ones and for how long did you serve?

Library

Have you ever been charged and/or convicted of a felony? no

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? no

If so, please explain:

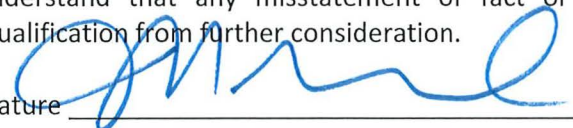
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Heidi Preston	friend	405 388 7007
Sheri Thompson	friend	405 618 9944
Kathy Jolie	friend	405 831-7966

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature 

Date 4/16/24

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org

May 8, 2024

RECEIVED

MAY 13 2024

CITY CLERK

City of Shawnee
Lisa Lasyone, City Clerk
16 West 9th Street
Shawnee, OK 74802-1448

On June 30, 2024, the Shawnee representative on the PLS Board of Trustees, Marissa Lightsey will complete her full term of service. Ryan Grider has been recommended to us as a possible replacement and has agreed to serve if he is appointed as Shawnee's new representative.

We appreciate Ryan's interest in the Pioneer Library System and feel that he will be an excellent representative for Shawnee. We would like to have this added to the next City Council meeting on May 20th.

Enclosed please find four Certification of Library Board Appointment forms for the City Clerk to fill out once the new representative is appointed by the Council. Please return three forms to Janet Armbrister at Pioneer Library System, 300 Norman Center Court, Norman, OK 73072, and keep one for your records.

Respectively,



Lisa Wells
Executive Director





Ryan Grider was born in raised in Shawnee, Oklahoma and has been an avid fan of literature and the arts from a young age. He is a graduate of 2011 graduate of Shawnee High School and a 2016 graduate of Oklahoma State University where he majored in landscape architecture and minored in studio art.

Ryan currently serves as the Project Manager for Oklahoma Baptist University where he oversees construction and remodeling projects ranging from dormitories and classrooms to outdoor spaces. He is involved in multiple non-profit organizations in the Shawnee area such as The Shawnee Educational Foundation, Youth and Family Resource Center, the Shawnee Home Builders Association, and is an active member of Heritage Church. An avid outdoorsman Ryan loves spending time in nature, on the lake wakeboarding, deer hunting, and fishing. When he is not focusing on his career or the outdoors he enjoys reading, traveling, creating artwork, spending time with friends, family, attending athletic events at Oklahoma State and Oklahoma Baptist Universities, and hanging out at home with his Australian Shepherd Gundy.

-CERTIFICATION OF LIBRARY BOARD APPOINTMENTS

This is to certify to the Oklahoma Department of Libraries that the following person has been appointed by the City Council of Shawnee, OK, Pottawatomie County, to the Pioneer Library System Board in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2 #12 and 51 O.S. 1971 #6.

Name: Ryan Grider

As provided in the Oklahoma Library
Code, 65. O.S. 1971, Article 4—103 (b).

Address: 1207 N. Oklahoma Ave.

Shawnee, OK 74801

Phone: (405) 496-4146

Email: ryangrider@sbcglobal.net

Three Year Term: July 1, 2024 – June 30, 2027

Executed the _____ day of _____, 20_____.

Mayor

Attest:

City Clerk _____

(seal)

ODL
7/27/78



APPLICATION TO SERVE
Boards, Committees, and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Jessica Nickerson</u>	Application Date: <u>4/19/24</u>
Address: <u>2317 N Union Ave, Shawnee, OK 74804</u>	Date of Birth: <u>09/27/1989</u>
Mailing Address: <u>2317 N Union Ave, Shawnee, OK 74804</u>	
Daytime Phone: <u>501-697-7778</u>	Email: <u>jmathews0927@gmail.com</u>
Profession: <u>Director, Community & Housing Development</u>	
Business Name: <u>South Central Industries</u>	
Business Address: <u>204 N Louisa, Shawnee, OK 74801</u>	
Business Phone: _____	Email: <u>jessica@southcentralind.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

How many years have you lived in Shawnee? 3

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee/commission: _____

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Shawnee Beautification, Parks, and Recreation Committee
☒ Board of Adjustment (Zoning)	☐ Shawnee Civic and Cultural Development Authority
☐ Housing Authority	☐ Shawnee Hospital Authority
☐ Library Board	☐ Shawnee Senior Citizens Advisory Board
☐ Oklahoma Baptist University Trust Authority	☐ Shawnee Urban Renewal Authority
☒ Planning Commission	☐ Other _____
☐ Shawnee Arts and Culture Commission	

Why are you interested in serving on the Board/Committee/Commission selected above?

Looking to help move the dial forward within the community.

Revised August 1, 2023

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

Coming from the economic development world I have an understanding of zoning, permitting and infrastructure within the community

What civic or volunteer activities (if any) are you currently involved in?

Legacy Parenting, Shawnee Public Schools Bond Campaign.

List education, including degree(s) earned:

BA, Public Relations

Have you ever served on a City-appointed board/committee/commission before? _____

If so, which ones and for how long did you serve?

No

Have you ever been charged and/or convicted of a felony? _____

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

No

Have you ever declared personal or business bankruptcy? _____

If so, please explain:

No

Please include up to three personal or professional references:

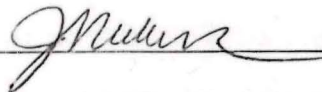
Name	Relationship	Telephone Number
Tina Hanna	Boss	405-820-0752
Aaron Espolt	School Superintendent	405-595-1690
Cami Engles	Former Board Member	405-312-6151

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date

5/13/24

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org

Revised August 1, 2023

NORTH ROCK CREEK
SCHOOL AGREEMENT

This agreement made and entered into this 1st day of July, 2024, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District North Rock Creek of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of North Rock Creek Schools through the placement of a police officer in said school on a full-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2024 through the 30th day of June, 2025. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officer shall be a certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICER: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officer shall at all times remain as a police officer of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officer shall be assigned on a full-time basis to District to serve as a police officer to provide increased safety and security within the buildings known as the North Rock Creek Schools. Full-time will be considered as 8 hours on site duty time. Officer shall serve the District full-time as assigned to the North Rock Creek Schools. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officer as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$58,052.00 to cover the salary, uniform allowance and weapons allowance of the police officer. This consideration to remain unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on 7-1-24.

CITY OF SHAWNEE,
SHAWNEE, OKLAHOMA

(SEAL)

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

LISA LASYONE, MMC, CITY CLERK

NORTH ROCK CREEK SCHOOLS
OF POTTAWATOMIE COUNTY,
STATE OF OKLAHOMA



Superintendent

ATTEST:

Clerk

Approved as to form and legality on _____.

JOSEPH M. VORNDRAH
CITY ATTORNEY



04/17/2024

RE: Interlocal Agreement

To the authorized signatory,

Enclosed is an interlocal agreement between your entity and Pottawatomie County. Please sign the attached agreement and return the original to my attention at the below address:

Nickie Skaggs
Administrative Coordinator
P.O. Box 1950
Shawnee, OK 74802

Should you have any questions, please contact me at (405) 273-4305 or via email at Nickie.skaggs@pottawatomiecount yok.gov.

Sincerely,

Nickie Skaggs

enclosure

INTERLOCAL AGREEMENT

WHEREAS, the City of Shawnee (hereinafter "City"), a municipal corporation and governmental agency within the State of Oklahoma, desires to enter into this Agreement (hereinafter "Agreement") with the Pottawatomie County Commissioners on behalf of the County of Pottawatomie, a governmental agency, (hereinafter "County"), regarding the paving/repair of street(s) and roads owned by the City (hereinafter "Streets), and in consideration of the mutual benefit of the parties and for good and valuable consideration, the parties do hereby agree as follows, to wit:

WHEREAS, the City, acting in the best interests of the community and recognizing the general community benefit from the use of the County to provide paving/repair of streets and/or roads within the City for the betterment of the City, desires to allow the County to provide paving/repair at their discretion, that serves the citizens of the County and the City.

WHEREAS, the City recognizes that it has limited funds and staff to provide these services and has determined that its available funds may be most efficiently administered by contracting for this service with the County pursuant to the Interlocal Cooperation Act, 74 O.S., section 101 *et seq.*

WHEREAS, the City recognizes that street and/or road paving and/or repair is in need and is in need of the County to provide the paving and/or repair at their discretion for the benefit of the City and for use of the County.

WHEREAS, the City shall provide the streets and/or roads and manage the streets and/or roads in accordance with the Agreement and the parties also agree that no funds or transfers in lieu of funds concerning street and/or road paving and/or repair of these streets shall accrue directly or indirectly to the benefit of any private individual.

WHEREAS, the City and County agree that the City is solely responsible for all upkeep, repairs, alterations, additions, or improvements of the streets and/or roads after repairs and will hold the County harmless from any liability from same.

WHEREAS, the City and County agree that the City shall be responsible for compliance with all local zoning ordinances and other applicable state and federal mandates regarding the street and/or road paving and/or repair and will hold the County harmless from any liability from same.

WHEREAS, the City and County agree that the City shall not allow the streets/roads to be used in any manner to further assist any plan or program of an organization that discriminates in violation of any applicable state and federal anti-discrimination laws, and shall hold the County harmless from any liability from same.

WHEREAS, the City and County agree that County shall have no financial obligations and the City shall hold the County harmless from any financial liability, express or implied, arising out of the County's providing the services.

WHEREAS, the City and County agree that the County shall secure and maintain a general liability insurance policy covering single or multiple persons injured during the County's paving and/or repair process and the County shall hold the City harmless from any liability arising from such personal injuries or claims arising from the repairs. The City shall assume liability for injuries by persons that use these designated areas after the County completes the paving/repairs.

WITNESSETH:

ARTICLE 1. Terms. This Agreement shall begin on date set forth at the end of this Agreement for street and/or road paving and/or repair in the City of Shawnee.

ARTICLE 2. State of Repair. The City agrees to maintain the streets/roads in a good state of repair, ordinary wear and tear excepted. Maintaining the street(s) and/or road(s) is solely and completely the responsibility of the City of Shawnee. The County is not assuming this responsibility and can withdraw the agreement to assist the City of Shawnee with street, road paving and/or repair at any time.

ARTICLE 3. Entire Agreement This Agreement represents the whole of the agreement between the parties and may not be altered or amended except in writing signed and executed by both parties. There are no other agreements, oral or written, precedent or contemporaneous. This Agreement shall be enforced under the laws of the State of Oklahoma.

This Agreement is entered into for good and sufficient consideration and both parties have executed the same of their own free will and for their mutual benefit and by the execution of the signatures of the duly authorized representatives of the respective parties hereto represent that the consideration is sufficient to bind them during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2024.

CITY OF SHAWNEE, OKLAHOMA

By: _____
Mayor

Pottawatomie County Commissioners

By: _____
Chairman

Commissioner

Commissioner

ATTEST:

CITY CLERK

ATTEST:

POTTAWATOMIE COUNTY CLERK

ATTEST:

POTTAWATOMIE COUNTY
DISTRICT ATTORNEY

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2024 by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and REACT Ambulance Authority, an Oklahoma Public Trust Authority (hereinafter "REACT").

WITNESSETH:

WHEREAS, REACT provides emergency response service to the citizens of the City of Shawnee; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for REACT and has experience in being the primary respondent for dispatching emergency medical assistance; and

WHEREAS, it is the intent of the CITY and REACT to enter into a mutual cooperation agreement to arrange dispatch service for REACT to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for REACT, including both telephone and radio communications to assist REACT in providing emergency service to the citizens of Shawnee.

2. The CITY agrees to be the primary respondent in taking calls on the private emergency line for REACT.

3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2024 and to continue until June 30, 2025.

4. In consideration for the dispatch services provided by the CITY, REACT agrees to pay to the CITY Thirty-Five Thousand Five Hundred Dollars (\$35,500.00) for the term of this Agreement, with payments to be made on a monthly basis in the amount of Two Thousand Nine Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$2,958.33).

5. Both parties agree that REACT is an independent contractor for purposes of this Agreement and is not an employee of the CITY. REACT shall be responsible for its own insurance, payroll taxes and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between REACT and the CITY, other than the provisions stated in this Agreement.

6. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

7. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement shall expire June 30, 2025. This Agreement may be renewed or extended by agreement of both parties thereafter.

10. This Agreement may be terminated by either party without cause upon thirty (30) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Chairman of the REACT Ambulance Authority.

11. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on



NOTARY:
Printed Name: Tiffany M Allen
Title: Billing mgr / EMT

REACT AMBULANCE AUTHORITY

Printed Name: Willis Snowden
Title: Director

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY
CITY OF SHAWNEE



AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract made and entered into this 1st day of July 2024, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish trash pickup on the City right of ways.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from July 1, 2024, to June 30, 2025.
2. The City may discontinue the contract with no penalty upon thirty (30) days' written notice to the Contractor at any time.
3. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,995.00 (One Thousand Nine Hundred Ninety-Five Dollars) per month.
4. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
5. Contractor shall not assign this contract to another party, company, partnership, or corporation without specific approval in writing from the City.
6. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
7. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits, and conditions of which shall be acceptable to the City.
8. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
9. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
10. It is agreed this agreement shall not be construed as a Joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions.

CLEANUP LOCATIONS

- Kickapoo 1 (both sides) 45th to North edge of Shawnee Mall
- Kickapoo 2 (both sides) 45th to Hazel Dale Road (Pistol Range)
- Mission Parkway Kickapoo to Dead End East
- Mall Drive Kickapoo to Harrison
- Harrison (both sides) MacArthur to Wolverine (including Westech ¼ mile East)
- Bryan (both sides) 45th to Highland (North-South)
- Highland (both sides) Bryan to River Bridge
- Gordon Cooper (both sides) Farrall to River Bridge
- Farrel (both sides) Leo to Pottenger (no medians)
- Leo Street 1 (both sides) Farrall North to George Fisher
- Lake Road (both sides) Kennedy to river Bridge
- Lake Road (both sides) HWY 102 & Lake Road
- Daley Lane (both sides) South off of Lake Road East of HWY 177 (dirt road)
- Kickapoo Spur (both sides) Kickapoo to SH-177 & Clover Leaves (no median)
- Independence (both sides) Airport Drive to Expo Center
- MacArthur (both sides) SH-177 to Airport Drive
- Leo 2 (both sides) 45th to MacArthur
- Acme (both sides) 45th to MacArthur
- 45th (both sides) Leo to Bryan (East & West)
- Union (both sides) 45th to ¼-mile South

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this _____ day of _____, 2024.

CITY OF SHAWNEE, OKLAHOMA

ATTEST:

BY: _____
Andrea Weckmueller-Behringer
CITY MANAGER

BY: _____
Lisa Lasyone, CMC
CITY CLERK
(seal)

SOUTH CENTRAL INDUSTRIES, INC.

ATTEST:

BY: _____
Tina Hanna
EXECUTIVE DIRECTOR

Niki McGuire
NOTARY PUBLIC
(seal)

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2024 through June 30, 2025. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age;
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.
2. Upon conviction, punishment may include any one or all of the following:
 - a) A fine not to exceed the statutory maximum of the Municipal Court;

- b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution;
 - d) Counseling or other community-based services; and
 - e) Court costs.
- 3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
- 4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
- 5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
- 6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
- 7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
- 8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implements to prosecute and treat juvenile offenders.

STATUS VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries and consideration paid on subcontracts.

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through Stuart and Clover, 130 North Broadway, Suite 100, Shawnee, Oklahoma, 74801, (405) 275-0700.

The District Court may be contacted through the office of the presiding juvenile Judge at the Pottawatomie County District Courthouse, 321 North Broadway, Shawnee, Oklahoma, 74801, (405) 273-4308.



JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, on _____.

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

LISA LASYONE, MMC
CITY CLERK

Approved as to form and legality on _____.



JOSEPH M. VORNDRAN
CITY ATTORNEY

AGREEMENT FOR JUVENILE SERVICES

This Agreement made and entered into between the City of Shawnee, Oklahoma, hereinafter referred to as “City” and Youth and Family Resource Center, Inc. for juvenile services. It is the intent of this agreement that Youth and Family Resource Center, Inc. will be a provider of juvenile counseling services, assign and monitor community service-related court-ordered sentences; and provide all other services for juvenile offenders required by the City’s Municipal Court. In exchange for this service, the City will provide a portion of the fines and/or fees collected from juvenile offenders that are referred to Youth and Family Resource Center, Inc.

Youth and Family Resource Center, Inc. will:

- (1) Provide an intake evaluation and necessary or required counseling for juvenile offenders and/or members of their families;
- (2) Assign, monitor and document community services hours required of juvenile offenders by the City’s municipal court;
- (3) Provide the City with a written evaluation of each juvenile offender or members of their families at the conclusion of their court ordered sentences; and
- (4) Provide the City with copies of all records relating to the juvenile offender and/or family members, as allowed by law.

Youth and Family Resource Center, Inc. reserves the right to refuse to accept for supervision any arrested juvenile for any reason, especially those exhibiting violence at the time of their arrest or those under the influence of drugs or alcohol.

In exchange for these services, the City will:

- (1) Refer juvenile offenders and/or their families to Youth and Family Resource Center, Inc. for counseling and/or community service;
- (2) Give to Youth and Family Resource Center, Inc. each month, thirty-five percent (35%) of all fines and administrative fees, exclusive of court costs, collected from each juvenile offender that is referred to Youth and Family Resource Center, Inc. by the Court, except when the Court orders that a juvenile offender is not obligated to pay a fine or costs due to indigence; and
- (3) Share all police records, as allowed by law, with Youth and Family Resource Center, Inc. that may assist Youth and Family Resource Center, Inc. in making an accurate and proper evaluation of the juvenile.

This agreement shall go into effect on the 1st day of July, 2024 and shall expire on June 30, 2025. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

IN WITNESS WHEREOF, the said parties, by their representatives, set their hands to this Agreement on _____.

CITY OF SHAWNEE

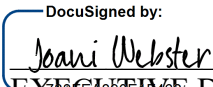
(SEAL)

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

LISA LASYONE, MMC
CITY CLERK

YOUTH AND FAMILY RESOURCE CENTER, INC.

DocuSigned by:


783CE489CE1A6E2...
EXECUTIVE DIRECTOR

ATTEST/NOTARY:

Name: _____
Title: _____

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY



City Clerk Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Lisa Lasyone, City Clerk
Subject: Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2024-2025.

Background: In accordance with the Contract for Solid Waste Collection, Recycling, and Disposal Services entered on July 1, 2020, City staff is requesting the contract be acknowledged for Fiscal Year 2024-2025. Central Disposal has provided the citizens and residents of the City of Shawnee with exceptional service. Funds have been budgeted for Fiscal Year 2024-2025.

Financial Impact: Estimated expenditure in Fiscal Year 2024-2025 of \$2,900,000.00 from the Shawnee Municipal Authority, Utility Administration, Other Contractual Services, 501-5-1010-53390

Attachments: Contract

Staff Recommendation: Approval of the item

CONTRACT
FOR
SOLID WASTE COLLECTION, RECYCLING AND
DISPOSAL SERVICES

This contract, made and entered into this 15th day of July, 2020, by and between the City of Shawnee/Shawnee Municipal Authority, a public Authority in which the Shawnee Municipal Authority holds the beneficial interest, hereinafter referred to as "CITY/AUTHORITY" and

CENTRAL DISPOSAL, LLC

4650 NORTH HARRISON

SHAWNEE OKLAHOMA 74804

Hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the 2nd day of March, 2020, submit a proposal pursuant to a Request for Proposals as approved by the Trustees of the CITY/AUTHORITY to collect, remove, and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2020, through June 30, 2030, inclusive; all of the expense of every nature and kind incurred in collection, removing and disposing of said solid waste to be paid by CONTRACTOR.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and CITY/AUTHORITY that:

- I. The term of this contract is from July 1, 2020 to June 30, 2030. Divided into ten (10) periods as follows:
 - Period 1 - July 1, 2020 to June 30, 2021
 - Period 2 - July 1, 2021 to June 30, 2022
 - Period 3 - July 1, 2022 to June 30, 2023
 - Period 4 - July 1, 2023 to June 30, 2024
 - Period 5 - July 1, 2024 to June 30, 2025
 - Period 6 - July 1, 2025 to June 30, 2026
 - Period 7 - July 1, 2026 to June 30, 2027
 - Period 8 - July 1, 2027 to June 30, 2028
 - Period 9 - July 1, 2028 to June 30, 2029
 - Period 10 - July 1, 2029 to June 30, 2030

At the end of each period of the contract, the CITY/AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the contract with no penalty upon thirty (30) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this Contract – Page 1

contract by reference as though fully set out verbatim herein with the following clarifications:

1. Section 1.1(c) of the General and Special Conditions shall be amended to define Bulk Waste as *“Bulk Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be; provided that the monthly volume to be placed for curbside collection cannot be greater than 3 cubic yards. Bulk waste items which typically contain refrigerants such as Freon will not be accepted unless the person disposing of such items provides the CONTRACTOR with an acceptable written certification that the refrigerant has been removed in accordance with the procedures established under E.P.A.'s CFC Recycling and Disposal Rule of 1993 (40 CFR 82.156 (g) or (h)).”*

2. Section 1.1(aa) of the General and Special Conditions shall be added to define Yard Waste as *“Yard Waste - grass clippings, leaves, tree limbs and other yard waste materials other than dirt and construction debris provided that the volume of yard waste to be collected curbside weekly cannot exceed 8 Bags and/or Bundles weighing no more than 35 pounds per Bag or Bundle.*

3. CONTRACTOR may charge customers for lost or destroyed poly carts, provided that the charge for the replacement poly carts does not exceed the actual cost paid by CONTRACTOR.

- III. The CITY/AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed at the unit prices set forth in the Schedule of Quotes.

This contract covers the Basic Residential Services as set forth in the Request for Proposals and in the Schedule of Quotes.

- IV. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

Should the CITY/AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the CITY/AUTHORITY shall receive rate decreases equal to a minimum of fifty percent (50%) of the saving realized by the CONTRACTOR.

- V. CITY/AUTHORITY, CONTRACTOR, and JAMES MICHAEL ADCOCK consistent with past practice, agree to waive the CONTRACTORS bonding requirements contained in Section 3 of the General and Specific Conditions, and extend the obligations of that certain Guarantee of Performance entered into by the Parties on June 30, 2011 through the term of this Contract for Solid Waste Collection, Recycling and Disposal Services. The above referenced Guarantee of Performance is expressly made a part of this contract by reference as though fully set out verbatim herein.

CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract.

VI.

CONTRACTOR shall indemnify; save and hold harmless the CITY/AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or CITY/AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.

VII. CONTRACTOR shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the CITY/AUTHORITY.

VIII. If CONTRACTOR changes ownership, name, etc., then the CITY/AUTHORITY shall have the option to re-bid the contract immediately if CITY/AUTHORITY so desires.

IX. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.

CONTRACTOR shall submit evidence satisfactory to the CITY/AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.

X. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God, an Act of the Legislature herein after passed, or by Act of the City or CITY/AUTHORITY or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and not due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.

XI. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.

XII. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

In witness whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this 15th day of July, 2020.



(SEAL)
ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC
City Clerk

CITY/AUTHORITY

By: W. Chance Allison
W. Chance Allison
City Manager

CENTRAL DISPOSAL, LLC

By: Sam M. Adcock
Printed Name: Sam-Mark Adcock
Title: Member / owner

(SEAL)
ATTEST:

Secretary

(SEAL)
ATTEST:

Secretary

Sam M. Adcock
JAMES MICHAEL ADCOCK

CONTRACT CHANGE ORDER

Change Order Number: #2
 Date: April 5, 2024
 Bid Number: ARP-23-0092-G

Project Name: Independence Avenue Waterline
Improvements

Contractor: Circle B Underground LLC
 Address: PO Box 868
Bristow, Oklahoma 74010
 Phone: 405-760-3922
 Fax: _____

Engineer: Cowan Group Engineering
 Address: 7100 N. Classen, Suite 500
OKC, OK 73116
 Phone: 405-463-3369
 Fax: _____

Owner (Grantor): City of Shawnee
 Address: 16 W 9th Street
Shawnee, Oklahoma 74801
 Phone: 405-273-1960
 Fax: _____

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
9	8" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$84.00	118.00	133.00	\$1,260.00
10	12" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$124.00	146.00	161.00	\$1,860.00
12	8" GATE VALVE & BOX	EA	\$4,611.00	4.00	5.00	\$4,611.00
13	12" GATE VALVE & BOX	LF	\$8,173.00	12.00	13.00	\$8,173.00
20	12"X8" TEE	EA	\$1,968.00	10.00	11.00	\$1,968.00
40	REMOVE & REPLACE CONCRETE SIDEWALK	SY	\$74.00	145.00	175.00	\$2,220.00
New Item No.						
CO 2.1	12" SOLID SLEEVE	EA	\$3,705.20	0.00	1.00	\$3,705.20
CO 2.2	6" SOLID SLEEVE	EA	\$2,880.70	0.00	1.00	\$2,880.70
CO 2.3	12"X12" TEE	EA	\$4,620.00	0.00	1.00	\$4,620.00
Net Change Order Amount						\$31,297.90
Original Contract Amount						\$1,783,762.00
Total of Previous Change Order(s)						(\$76,036.00)
Total Contract Amount To Date						\$1,739,023.90

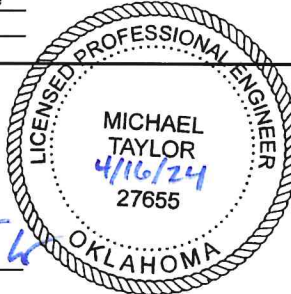
Amendment \$20,092.00 1.1%
 New Items \$11,205.90 0.6%
 This Change Order \$31,297.90

Extend Contract Time by 90 Days

Justification:	• Quantity changes in response to field conditions and additional waterline connections.

CONTRACT CHANGE ORDER

Change Order Number: #2
Date: April 5, 2024
Bid Number: ARP-23-0092-G
Project Name: Independence Avenue Waterline



RECOMMENDED:

Michael Taylor
Engineer Signature

Cowan Group Engineering
Engineer

BY:

Michael Taylor, P.E.
Printed Name

Project Manager
Title

Date

ACCEPTED:

Darin Dean
Signer ID: 0740610X11...
Contractor Signature

Circle B Underground LLC
Contractor

BY:

Darin Dean
Printed Name

VP of Operations
Title

4-16-24
Date

APPROVED:

Owner Signature

City of Shawnee
Owner

BY:

Andrea Weckmueller-Behringer
Printed Name

City Manager
Title

Date

Friday, April 28, 2023 11:20:30 AM

Ex. 6" Waterline

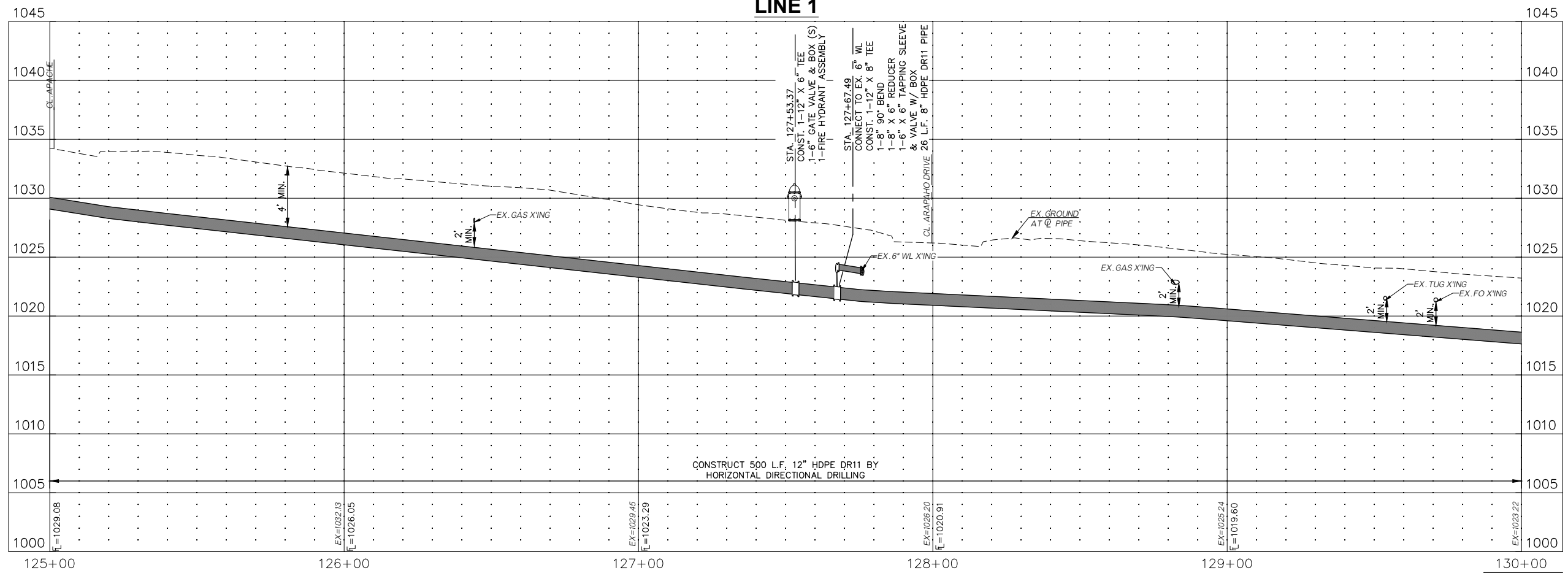
1 - 6" Solid Sleeve
15 LF 8" HDPE by trench
15 SY of Remove & Replace Concrete Sidewalk

1 - 12"x8" Tee
1 - 8" Gate Valve & Box (N)

SECTION 8, T10N, R4E

SECTION 17, T10N, R4E

LINE 1



BASE BID



COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 1 P&P
(6 OF 8)

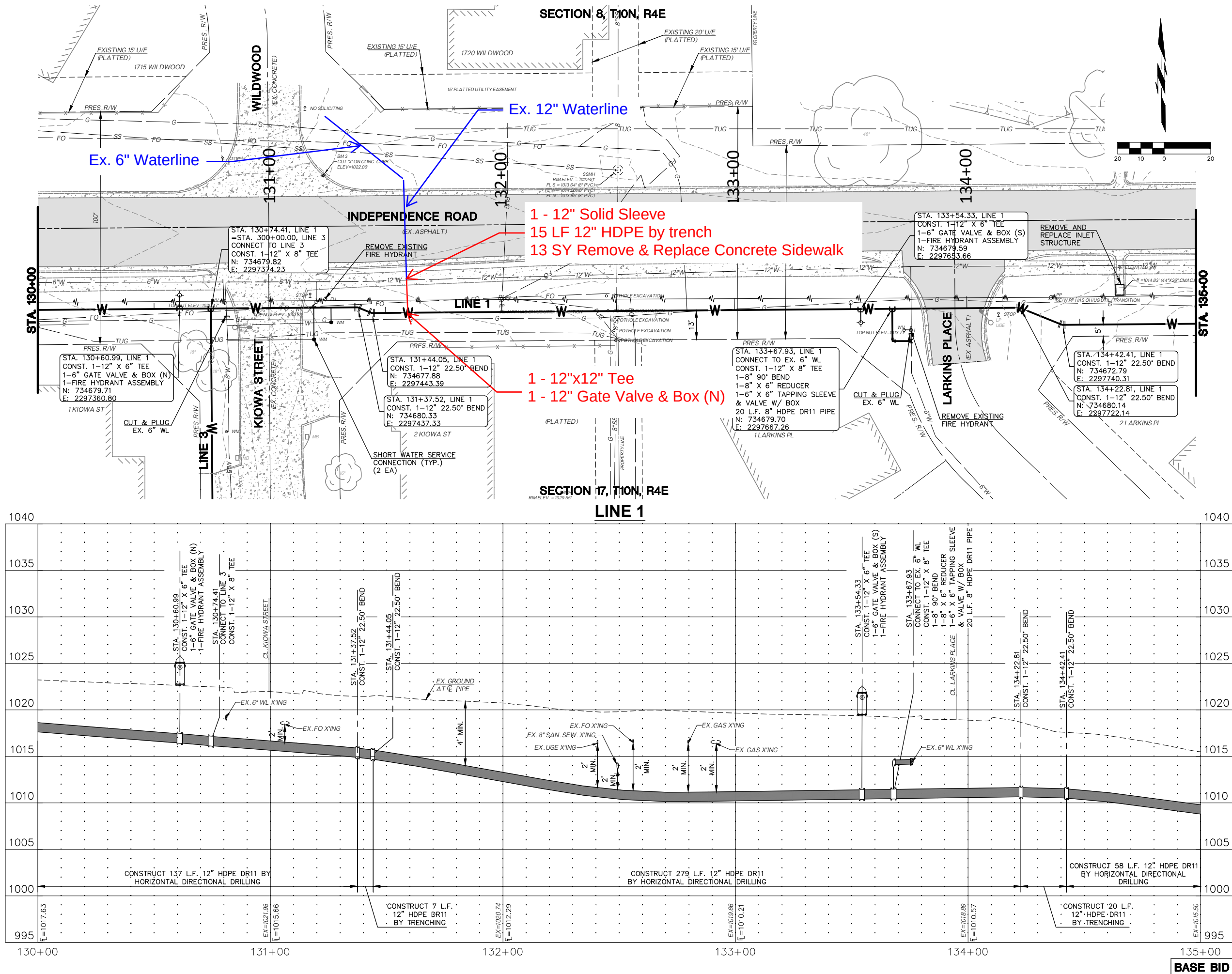
DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023

REVISIONS

SHEET NUMBER

12

Friday, April 28, 2023 11:20:56 AM





COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3369
WWW.COWANGROUP.COM
CA# 6414 EXPIRES 6/30/2024

WATER SYSTEM IMPROVEMENTS

CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA

LINE 1 P&P (7 OF 8)	
DESIGNED BY	GMT
DRAWN BY	HMH
REVIEWED BY	GMT
PROJECT NUMBER	22-223
DATE	4/28/2023
REVISIONS	
SHEET NUMBER	
13	

G:\PROJECTS\22-223 SHAWNEE INDEPENDENCE WATERLINE\CAD\WTR\22-223 INDEPENDENCE RD P&P.DWG

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement made and entered into this 11th day of April, 2024, by Oscar R. Ramirez, Jr. and Amy B. Ramirez, h & w, located at 511 N. Beard, Ave., Shawnee, OK 74801 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A part of lot thirteen 913) Remington-Beard addition to the City of Shawnee, Pottawatomie County, State of Oklahoma, According to the recorded plat thereof, being more particularly described as follows:

Commencing at the northwest corner of said lot 13; thence south 00°00'59" West and along the west line of said lot 13, for a distance of 611.50 feet to a point being 10 feet north of the southwest corner of said lot 13; Thence south 89°26'01" east and parallel with the south line of said lot 13, for a distance of 10.00 feet to the point of beginning; thence north 00°00'59" east and parallel with said west line, for a distance of 29.80 feet; thence south 89°59'01" east and parallel with said south line, for a distance of 5.00 feet; thence south 00°0'59" west and parallel with said west line, for a distance of 29.80 feet; thence north 89°59'01

west and parallel with said south line, for a distance of 5.00 feet to the point of beginning.

Containing 149.00 square feet or 0.003 acres, more or less.

Basis of bearings: based on Oklahoma state plane coordinate system, south zone (3502) And 83 (1993).

WHEREAS, Grantor agrees to grant Grantee a Temporary Easement as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, has/have this day sold to the City of Shawnee a temporary easement over the following described land, to-wit:

A part of lot thirteen 913) Remington-Beard addition to the City of Shawnee, Pottawatomie County, State of Oklahoma, According to the recorded plat thereof, being more particularly described as follows:

Commencing at the northwest corner of said lot 13; thence south 00°00'59" West and along the west line of said lot 13, for a distance of 611.50 feet to a point being 10 feet north of the southwest corner of said lot 13; Thence south 89°26'01" east and parallel with the south line of said lot 13, for a distance of 10.00 feet to the point of beginning; thence north 00°00'59" east and parallel with said west line, for a distance of 29.80 feet; thence south 89°59'01" east and parallel with said south line, for a distance of 5.00 feet; thence south 00°59' west and parallel with said west line, for a distance of 29.80 feet; thence north 89°59'01 west and parallel with said south line, for a distance of 5.00 feet to the point of beginning.

Containing 149.00 square feet or 0.003 acres, more or less.

Basis of bearings: based on Oklahoma state plane coordinate system, south zone (3502) And 83 (1993).

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Shawnee by this instrument shall terminate upon the completion of the project.

Grantor(s) hereby covenants and warrants that at the time of execution of this easement, it is the owner(s) in fee simple for the above-described tract that said tract is free and clear of all liens of any nature whatsoever.

The undersigned owner(s) hereby designate and appoint Oscar R. Ramirez as agent to execute the claim and receive the compensation herein name for said right-of-way.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE


Oscar R. Ramirez, Jr.

Mayor of the City of Shawnee


Amy B. Ramirez

STATE OF OKLAHOMA)

) SS

COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

Notary Public
Commission No. _____
My Commission Expires: _____

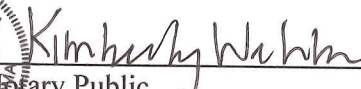
STATE OF OKLAHOMA)

) SS

COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 1st day of April, 2024, personally appeared Oscar R. Ramirez, Jr. and Amy B. Ramirez, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.




Notary Public
Commission No. 20013677
My Commission Expires: 11/05/2024

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 11th day of April, 2024, by Oscar R. Ramirez, Jr. and Amy B. Ramirez, h & w, located at 511 N. Beard Ave, Shawnee, OK 74801 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A PART OF LOT THIRTEEN (13) REMINGTON-BEARD ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 89°59'01" EAST AND ALONG THE NORTH LINE OF SAID LOT 13, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°00'59" WEST AND PARALLEL WITH THE WEST LINE OF SAID LOT 13, FOR A DISTANCE OF 611.50 FEET; THENCE NORTH 89°59'01" WEST AND PARALLEL WITH SAID NORTH LINE, FOR A DISTANCE OF 10.00 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 00°00'59" EAST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 611.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,115.00 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A PART OF LOT THIRTEEN (13) REMINGTON-BEARD ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 89°59'01" EAST AND ALONG THE NORTH LINE OF SAID LOT 13, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°00'59" WEST AND PARALLEL WITH THE WEST LINE OF SAID LOT 13, FOR A DISTANCE OF 611.50 FEET; THENCE NORTH 89°59'01" WEST AND PARALLEL WITH SAID NORTH LINE, FOR A DISTANCE OF 10.00 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 00°00'59" EAST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 611.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,115.00 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

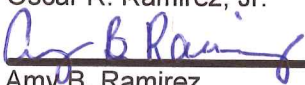
7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE



Oscar R. Ramirez, Jr.


Amy B. Ramirez

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 11th day of April, 2024, personally appeared _____ and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

Notary Public
Commission No. _____
My Commission Expires: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 11th day of April, 2024, personally appeared Oscar R. Ramirez, Jr. and Amy B. Ramirez, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.





Notary Public
Commission No. 20013677
My Commission Expires: 11/05/2024



**The City of
OKLAHOMA CITY**
Department of Public Works
Storm Water Quality Management



April 17, 2024

City of Shawnee
PO Box 1448
Shawnee, Ok 74802

Dear Mr. Mayor:

It's the time of year to consider renewing our Hazardous Waste Inter-Government with the City of Shawnee. The current agreement expires June 30, 2024.

Pursuant to Article 4 of the Agreement, the City of Shawnee should request renewal for the period of July 1, 2024—June 30, 2025, in the form of a letter addressed to the Oklahoma City Public Works Director, Debbie Miller. The request can be mailed to my attention at 3738 SW 15th St., Bldg 1, Oklahoma City, OK 73108.

Ideally, the renewal request should be received by June 15, 2024. Please let me know if you have any questions.

Sincerely,

Leanita Herndon

Leanita Herndon
Administrative Coordinator

Cc: file



May 9, 2024

Oklahoma City Public Works Director
Attn: Leanita Herndon
3738 SW 15th Street, Building 1
Oklahoma City, OK 73108

Re: Renewal of Intergovernmental Agreement for Regional Household Hazardous Waste Collection and Management Services

To whom it may concern:

Pursuant to Article 4 of the Inter-Governmental Agreement between our cities, notice is required of our intent regarding this contract. Please be advised the City of Shawnee would like to continue participation with Oklahoma City regarding hazardous waste disposal.

Thank you for your assistance in this regard. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Ed Bolt
Mayor

EB/ke

**An Inter-Governmental Agreement for a Regional
Household Hazardous Waste
Collection, and Management Project (the Project)**

THIS AGREEMENT, made and entered into this the 21st day of June, 2016, by, between and among City of Shawnee (hereinafter referred to as "Participant" or "Participants") and The City of Oklahoma City (hereinafter referred to as "Oklahoma City").

WITNESSETH:

WHEREAS, the parties, referenced above, with The City of Oklahoma City acting as Lead Party, have resolved to enter into this Agreement to define the participation and expectations of each party and to coordinate the collection and management of household hazardous waste (HHW) and the implementation of a joint program; and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of Hazardous Waste Collection and Disposal Programs for MS4 permits; and

WHEREAS, hazardous household waste is "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environment Protect Agency because it is generated by a household;" such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinate activities under the Project; and

WHEREAS, each party has determined that a regional cooperative HHW Education, Collection and Management Project will provide increased convenience/participation and possibly result in a lower cost per participant and cost savings to all parties; and

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows,

1. The purpose of this Agreement is to establish a Regional HHW Collection and Management Project to affect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2017 (which term shall be referred to as the "Initial Term" or the "Demonstration Period").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

3. Each Participant shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to, its own convenience. If any Participant under this Agreement elects to withdraw or terminate its participation under the Agreement prior to June 30, 2017, the withdrawing Party shall give Oklahoma City thirty (30) days prior written notice of the termination. Any Participant withdrawing from this Agreement must meet all financial commitments and other obligations up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall be satisfied.

4. Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.

5. The City of Oklahoma City agrees to accept HHW from residents of Participant, with the understanding that The City of Oklahoma will maintain an accounting of these cross-jurisdictional amounts and reimbursement for their management. The residents will be required to comply with ordinances and policies for the disposition of HHW established by Oklahoma City, as may be amended from time to time.

6. The City of Oklahoma City, will bill each Participant (the city or county from which a participating **resident** has originated as such proof of residency is presented to Oklahoma City) separately after each collection occurrence and the participating Party will reimburse Oklahoma City in accordance with the terms of this Agreement. The Participant hereby agrees to establish and/or encumber funding for this Agreement and the services to be provided, and to timely pay for services provided. The Participant agrees that Oklahoma City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license.

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninety (90) calendar days after the bill issuance date.

8. Oklahoma City shall assess a rate (based on national surveys) per equivalent rate unit (ERU) of fifteen (15) gallons per household. The fee structure per each resident per arrival or entry shall be evaluated by the following scale:

≤ 7.5 gallons	.5 ERU	\$ 39.50
> 7.5 gallons to 15 gallons	1.0 ERU	\$ 79.00
> 15 gallons to 22.5 gallons	1.5 ERU	\$118.50
> 22.5 gallons	2.0 ERU	\$158.00

[Note:] Minimum charge per vehicle per arrival = .5 ERU
Maximum charge per vehicle per arrival = 2.0 ERU

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Oklahoma City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial business or institutions will be accepted. No products from commercial vehicles shall be accepted.

10. This Agreement shall be deemed effective and legally binding upon execution by each of the parties hereto.

11. This Agreement may be amended upon the mutual agreement of the parties or their authorized representatives.

12. All notices required to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail), to the following addresses:

- (a) Notices to Oklahoma City:
City Clerk
The City of Oklahoma City
200 North Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102

and

Public Works Department
Storm Water Quality Manager
420 West Main Street, 3th Floor
Oklahoma City, Oklahoma 73102

- (b) Notices to the Participant:

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

13. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

14. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

15. The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third party beneficiaries shall be created or shall be deemed to be created by this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

16. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved and in a court of competent jurisdiction in Oklahoma County, Oklahoma.

17. This is the complete Agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.

18. Time shall be deemed to be of the essence of this Agreement.

19. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice as provided herein during which to cure any breach prior to the termination of this Agreement. Provided however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

20. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed, and shall not effect the validity of the remaining provisions of the Agreement or its binding effect on any other party or parties.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Approved and executed by City of Shawnee this 2nd day of May,
(Participant)



Reggie Lipton
Clerk

(Participant)

Wes Maudsell
Mayor

Reviewed for form and legality:

Joseph E. Worndran, Interim City Attorney
City of Shawnee

Approved and executed by The City of Oklahoma City this 21st day of June,
20 16.

THE CITY OF OKLAHOMA CITY

ATTEST: (Seal)

Sharon K. King
City Clerk

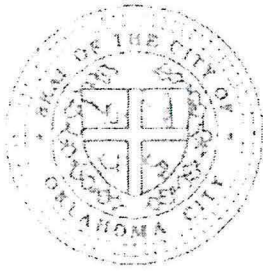


Phil Cantu
Mayor

REVIEWED for form and legality.

David Brunner
Assistant Municipal Counselor

PA Other Cities Intergovernmental Agreement



MEMORANDUM

Council Agenda
Item No. VII.AH.5.
6/21/2016

The City of OKLAHOMA CITY

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Inter-Governmental Agreement with the City of Shawnee, Regional Household Hazardous Waste Collection and Management Project, July 1, 2016 through June 30, 2017.

Purpose Approval of revised Household Hazardous Waste Collection and Management Service between The City of Oklahoma City and the City of Shawnee to continue providing a Household Hazardous Waste Collection and Management Service.

Background An Agreement was approved January 2, 2008 (Item No. VI.AC.) with the City of Shawnee and has remained in effect with annual renewals requested by the participant.

Some slight changes have been made in paragraph 7 of the Memorandum. The old paragraph 7 reads as follows:

RECEIVED
JUN 27 2016
CITY CLERK

7. Billings are considered due fifteen (15) calendar days after the bill is mailed. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participant and service to residents of any delinquent Participants will be subject to termination seven (7) calendar days after the due date.

The new paragraph 7 reads as follows:

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninety (90) calendar days after the bill issuance date.

Because of this change we asked that a new Hazardous Waste Inter-Government Memorandum be approved and executed. The City of Oklahoma City agrees to continue accepting household hazardous waste from residents of the City of Shawnee with the understanding that The City of Oklahoma City will maintain an accounting of these cross-jurisdictional amounts and the City of Shawnee will reimburse The City

of Oklahoma City for collection and disposal of household hazardous waste per terms of the Agreement.

Term July 1, 2016 through June 30, 2017.

Revenue Account Storm Water Drainage Utility Fund - Hazardous Materials Services - 330-0075-42250000.

Review Public Works Department

Recommendation: Agreement be approved.



Proclamation

“Better Speech, Hearing, and Language Month”

Whereas, audiologists and speech-language pathologists in Shawnee, Oklahoma, and nationwide observe and celebrate National Speech, Hearing, and Language Month each year during the month of May; and

Whereas, many of us take communication for granted; however, illness or injury makes speaking and hearing a challenge for many Americans; and

Whereas, more than half of the people impacted by hearing loss are younger than 65 years, and hearing loss is the third most common health problem in the United States; and

Whereas, the Shawnee City Commission recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders, which affect one in twelve children and one in ten adults across the nation; and

Whereas, most people with communicative disorders can be helped through medical and surgical treatment, hearing aids, hearing and speech rehabilitation; and

Whereas, our citizens, who have overcome hearing impairments through early diagnosis and proper treatment, can lead more independent, productive, and fulfilling lives; and

Whereas, Shawnee is proud and honored to have audiologists and speech-language pathologists offering quality education and healthcare services to our citizens.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 2024, to be

“Better Speech, Hearing, and Language Month”

In the City of Shawnee, Oklahoma
Dated this 20th day of May, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Emergency Medical Services Week”

Whereas, emergency medical services are a vital public service; and

Whereas, the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, emergency medical services has grown to fill a gap by providing important out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

Whereas, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

Whereas, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of May 19th- 25th, 2024, to be

“National Emergency Medical Services Week”

In the City of Shawnee, Oklahoma
Dated this 20th day of May, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Public Works Week”

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities, and to the public health, high quality of life, and well-being of the people of Shawnee, Oklahoma; and

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, solid waste systems, public buildings, and other facilities essential for our citizens; and

Whereas, it is in the public interest for the citizens, civic leaders, and children in the City of Shawnee to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association; and

Whereas, the City of Shawnee urges all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of May 19th - 25th, 2024, to be

“National Public Works Week”

In the City of Shawnee, Oklahoma
Dated this 20th day of May, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Travel and Tourism Week 2024”

Whereas, the travel industry is essential to the success of every community and will continue to be a critical part of Shawnee’s economy, development, and workforce; and

Whereas, travel is an economic powerhouse for every state and destination across the country, with an economic output of \$2.8 trillion, supporting 15 million American jobs; and

Whereas, travel spending supports vibrant and safe communities in Oklahoma and across the Nation, generating \$89 billion in state and local tax revenue in 2023 to support essential services, such as education, emergency response, public safety, and more; and

Whereas, small businesses account for more than 60% of leisure and hospitality employment nationwide; and

Whereas, in Oklahoma, travel and tourism generated \$126.4 million in direct spending and resulted in \$4.5 million in local tax revenues in 2022, specifically resulting in \$257 in additional revenues for every household in Pottawatomie County; and

Whereas, travel is an essential industry, and the City of Shawnee desires to raise awareness that growing travel and tourism leads to economic growth, benefits businesses, fosters mutual understanding, and connects Shawnee, Oklahoma, and the Nation to the World.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the May 19th- 25th, 2024, to be

“National Travel and Tourism Week”

and I urge the citizens of Shawnee to join me in recognizing the essential role this industry plays in Shawnee.

In the City of Shawnee, Oklahoma
Dated this 20th day of May, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“Health Week 2024”

Whereas, the week of May 28th - June 1st, 2024, is the annual Health Week which celebrates healthy fun and fitness activities for the whole family throughout our community; and

Whereas, Avedis Foundation and its Health Week partners, Shawnee Parks and Recreation, Shawnee YMCA, Gateway to Prevention, Community Renewal, Pottawatomie Go (POGO), Youth ACCT Pottawatomie County, and Laser Focus Health & Wellness are committed to improving the health, wellness, and quality of life for the people of Shawnee, Pottawatomie County, and its surrounding communities; and

Whereas, our actions, including good nutrition and physical activity, affect the health and well-being of our families, friends, and neighbors; and

Whereas, mental health is essential to everyone’s overall health and well-being; and

Whereas, eating more balanced meals and snacks can positively impact negative health outcomes for kids and their families; and

Whereas, physical activity results in significant health benefits and improved quality of life for people of all ages; and

Whereas, dedicating a week to wellness inspires lifelong patterns of healthy living and improves the quality of life in our community; and

Whereas, the City of Shawnee encourages everyone who lives, works, and plays in Shawnee to participate in family-friendly activities through this city-wide celebration of the health and wellness of its community members.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of May 28th- June 1st, 2024, to be

“Health Week 2024”

In the City of Shawnee, Oklahoma
Dated this 20th day of May, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2024-2025.

Background: On April 15, 2024, the proposed Fiscal Year 2024-2025 Budget was presented to the City Board of Commissioners, and the budget was made available for review on the City of Shawnee website and at City Hall.

The attached Budget Book provides an overview of the anticipated revenues and expenditures for the upcoming fiscal year. The City has also prepared an online, interactive Budget Book, which can be accessed through the following link:

<https://stories.opengov.com/shawneeok/a22d2281-dfff-4607-b852-8125d1d421cb/published/geVmzTp7K?currentPageId=66323c9cdd6fa20323e779df>

In accordance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, this agenda item constitutes the formal public hearing on the proposed budget, establishing an opportunity for members of the community to provide input on the proposed annual operating budget. Notice of the date, time, and location of the public hearing was published in the Shawnee News-Star on May 14, 2024, along with a copy of the proposed budget summary.

Financial Impact: None

Attachments: Shawnee FY2024-2025 Budget_Public Hearing Notice, 2024-05-14 Shawnee News-Star_Proof of Publication, Shawnee FY2024-2025 Budget

Staff Recommendation: Conduct public hearing

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2024-2025																														
	001	010	101	102	104	105	106	107	108	112	190	191	301	302	303	304	306	350	501	502	503	504	511	601	603	701	702	709		
Description	General Fund	Grant Fund	Street & Alley Fund	E 911 Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	CDBG Grant Fund	CDBG-CV- ODOC Fund	Capital Improvement Fund	Street Improvement Fund	2018 Capital Improvement Fund	American Rescue Plan Fund	2023 Capital Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Water System Capital Imprv Fund	Wastewater Capital Imprv Fund	Meter Maintenance Fund	Shawnee Airport Authority	Workers Compensation Self-Insurance Fund**	Insurance Recovery Fund**	Library Fund	Cemetery Perpetual Care Fund	Sister Cities Fund	Total	
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																														
1 Beginning Budgetary Fund Balance	5,438,371	4,000,000	-	418,911	360,430	-	642,852	-	-	1,210,866	-	-	4,238,624	6,774,399	8,574,157	1,024,081	2,196,495	-	1,426,038	600,000	1,100,000	414,955	297,325	-	3,175,746	-	193,805	42,500	42,129,555	
2 Taxes	22,758,344	-	283,900	414,000	388,945	-	574,000	486,182	486,182	200,000	-	-	3,014,326	3,403,271	3,889,453	-	3,889,453	-	-	-	-	-	-	-	-	-	-	-	-	39,788,056
3 Intergovernmental	401,500	236,500	-	-	-	-	-	-	-	-	905,616	192,198	180,000	-	-	11,013,476	-	-	38,285	1,000,000	-	-	180,000	-	-	-	-	-	14,147,575	
4 License and Permits	578,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,025	-	-	-	-	-	-	-	-	-	606,025	
5 Fines and Forfeitures	317,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317,500	
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7 Charges for Services	238,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	145,000	15,972,385	-	-	850,000	-	-	-	-	-	-	17,205,620	
8 Rental Revenues	49,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	-	-	-	-	239,700	-	-	-	-	-	302,800	
9 Interest Income	314,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,900	
10 Other Revenues	113,000	-	6,360	-	-	2,200	12,000	-	-	-	13,200	-	2,000	2,500	1,500	-	-	55,000	280,000	-	45,000,000	-	226,250	-	50,000	-	4,000	-	45,762,010	
11 Transfers In	5,532,364	-	269,000	-	-	-	-	-	-	-	-	-	-	-	-	-	64,057	274,948	4,989,453	910,000	1,439,000	-	230,230	828,582	-	93,376	-	-	14,631,010	
TOTAL	35,741,314	4,236,500	559,260	832,911	749,375	2,200	1,228,852	486,182	486,182	1,410,866	918,816	192,198	7,434,950	10,180,170	12,465,110	12,037,557	6,150,005	488,948	22,734,186	2,510,000	47,539,000	1,264,955	1,173,505	828,582	3,225,746	93,376	197,805	42,500	175,211,051	
APPROPRIATIONS :																														
1 Administration	2,034,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,320	-	-	-	-	2,036,983	
2 Accounting	734,032	-	-	-	-	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	-	-	-	3,476	-	-	-	-	739,508	
3 Information Systems	652,627	-	-	-	-	-	-	-	-	-	-	-	352,350	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	1,007,294	
4 City Clerk	433,888	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	435,626	
5 Municipal Court	483,278	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	485,595	
6 Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918,674	-	-	-	-	5,224	-	-	-	-	923,898	
7 Human Resources	494,059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	495,797	
8 Community Development	605,193	-	-	-	-	-	-	-	-	30,000	913,760	192,198	550,000	-	1,075,774	-	-	-	-	-	-	-	-	9,216	4,461	-	-	-	3,380,602	
9 Police Department and Emergency Management	10,966,402	4,215,000	-	413,048	-	2,200	-	-	-	-	-	-	1,570,144	-	-	-	-	-	-	-	-	-	491,914	185,625	-	-	-	-	17,844,333	
10 Fire Department	7,043,267	-	-	-	-	-	-	-	-	-	-	-	1,498,846	-	2,005,000	-	-	-	-	-	-	-	-	199,582	2,085	-	-	-	10,748,780	
11 Engineering	493,570	-	-	-	-	-	-	-	-	-	-	-	239,000	485,000	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	1,219,887	
12 Code Enforcement	1,031,621	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	4,634	2,268	-	-	-	1,088,523	
13 Public Works	1,529,084	-	550,000	-	-	-	-	-	-	-	-	-	606,600	7,335,000	1,012,000	11,834,227	-	-	9,357,622	1,958,000	46,470,000	-	-	51,532	83,837	-	-	80,787,902		
14 Parks, Culture and Recreation	2,082,814	21,500	-	-	-	-	-	-	-	-	-	-	728,750	-	150,000	-	-	478,997	-	-	-	-	-	30,640	187,905	91,726	3,862	-	3,776,194	
15 Expo Center	944,250	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	626,671	-	-	-	1,670,921	
16 Building Maintenance	395,678	-	-	-	-	-	-	-	-	-	-	-	433,000	-	-	-	-	-	-	-	-	-	-	10,340	-	-	-	-	839,018	
17 Tourism	-	-	-	-	-	-	578,369	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,159	-	-	-	-	579,528	
18 Economic Development	-	-	-	-	388,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	388,000	
19 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	42,500	
20 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,057,224	8,118	2,082,894	-	-	-	-	3,148,236	
21 Contingency Reserve	630,000	-	8,900	-	-	-	11,554	-	-	-	-	-	-	-	-	-	-	8,500	435,000	-	-	-	15,000	-	50,000	1,650	-	-	1,160,604	
22 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,122,694	-	-	-	3,860,136	-	-	433,274	-	-	-	-	-	-	7,416,104	
23 Transfers Out	867,554	-	-	-	-	-	-	486,182	486,182	-	-	-	500,000	600,000	-	-	3,889,453	-	6,973,057	-	-	-	-	-	-	-	-	-	13,802,428	
TOTAL	31,421,980	4,236,500	558,900	413,048	388,000	2,200	589,923	486,182	486,182	30,000	913,760	192,198	6,530,690	8,420,000	7,465,468	11,834,227	3,889,453	487,497	21,544,489	1,958,000	46,470,000	433,274	1,072,224	828,582	3,225,746	93,376	3,862	42,500	154,018,261	
ENDING BUDGETARY FUND BALANCE RESERVE	4,319,334	-	360	419,863	361,375	-	638,929	-	-	1,380,866	5,056	-	904,260	1,760,170	4,999,642	203,330	2,260,552	1,451	1,189,697	552,000	1,069,000	831,681	101,281	-	-	-	193,943	-	21,192,790	
Percent of Ending Fund Balance/Annual Expenses	13.75%	0.00%	0.06%	101.65%	93.14%	0.00%	108.31%	0.00%	0.00%	4602.89%	0.55%	0.00%	13.85%	20.90%	66.97%	1.72%	58.12%	0.30%	5.52%	28.19%	2.30%	191.95%	9.45%	0.00%	0.00%	0.00%	5021.83%	0.00%	13.76%	
Impact to Fund Balance - Gain/(Loss)	(1,119,037)	(4,000,000)	360	952	945	-	(3,923)	-	-	170,000	5,056	-	(3,334,364)	(5,014,229)	(3,574,515)	(820,751)	64,057	1,451	(236,341)	(48,000)	(31,000)	416,726	(196,044)	-	(3,175,746)	-	138	(42,500)	(20,936,765)	

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2024 through June 30, 2025, as identified on May 6, 2024.

* Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 114 - Opiod Settlement Fund, 192 - ESG ODOC Fund, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on May 20, 2024.

Andrea Weckmueller-Behringer, City Manager

(Seal)

Attest:

s/s Lisa Lasyone, City Clerk

2215490

Notice of Public Hearing
City of Shawnee, Oklahoma
Shawnee Municipal Authority
Shawnee Airport Authority
Proposed Budget Summary
Fiscal Year 2024-2025

	001	010	101	102	104	105	106	107	108	112	110	191	301	302	303	304	308	350	501	502	603	604	611	601	602	701	702	703		
Budget Item	General Fund	Grant Fund	State & Army Fund	E-911 Fund	Economic Development Fund	Shawnee Airport Authority Fund	Shawnee Municipal Authority Fund	Palmer Sales Tax Fund	Fire Sales Tax Fund	Tax Incremental Fund	CDAG Grant Fund	CDAG-CA-ODCC Fund	Capital Improvement Fund	Brown Improvement Fund	Capital Improvement Fund	Amesbury Reserve Fund	Capital Improvement Fund	Academic Center Fund	Shawnee Municipal Authority	Water System Capital Improv. Fund	Wastewater Capital Improv. Fund	Water Wastewater Fund	Shawnee Airport Authority	Competition Self-Insurance Fund	Wastewater Recovery Fund	Library Fund	Penetration Fund	Brick City Fund	Total	
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																														
1. Revenues	5,438,371	4,000,000	-	418,911	360,438	-	642,652	-	574,000	486,182	486,182	1,310,890	286,000	4,238,824	6,774,369	6,574,157	1,024,081	2,196,495	1,426,038	890,000	1,900,000	414,355	297,176	-	3,175,748	-	193,805	47,500	42,120,555	
2. Taxes	22,758,344	-	223,000	414,000	386,945	-	-	-	-	-	-	-	605,618	192,198	3,614,325	3,403,271	2,829,453	-	36,265	1,000,000	-	-	160,000	-	-	-	-	-	30,766,098	
3. Intergovernmental	401,500	238,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,265	-	-	-	-	-	-	-	-	-	-	14,147,878
4. Licenses and Permits	578,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,025	-	-	-	-	-	-	-	-	-	-	608,025
5. Fines and Forfeitures	317,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317,500
6. Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7. Charges for Services	220,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8. Rental Revenues	49,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	302,600
9. Interest Income	314,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,900
10. Other Revenues	115,000	-	6,360	-	-	2,700	12,000	-	-	-	-	13,700	-	-	2,500	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	43,769,010
11. Transfers In	5,532,094	-	709,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,651,010
TOTAL	35,741,214	4,238,500	559,260	832,911	747,373	2,700	1,229,652	486,182	486,182	1,410,890	916,816	107,198	7,434,900	10,130,170	12,465,110	12,037,563	8,160,005	486,818	22,734,186	2,510,000	47,539,000	7,264,805	1,173,505	828,880	3,225,748	53,316	197,805	47,500	176,211,961	
APPROPRIATIONS:																														
1. Administration	2,034,863	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,034,863
2. Accounting	734,032	-	-	-	-	-	-	-	-	-	-	-	2,000	-	313,530	-	-	-	-	-	-	-	-	-	-	-	-	-	-	739,562
3. Information Systems	438,887	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	438,887
4. City Clerk	433,894	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	433,894
5. Manager's Office	433,276	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	433,276
6. Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7. Human Resources	494,089	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	494,089
8. Contractual Development	905,193	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	905,193
9. Police Department and Emergency Management	10,999,402	4,218,000	-	418,948	-	2,200	-	-	-	33,000	913,788	192,198	553,000	-	1,075,774	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,844,902
10. Fire Department	7,043,367	-	-	-	-	-	-	-	-	-	-	-	1,488,848	-	2,905,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,999,402
11. Engineering	483,670	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	483,670
12. Code Enforcement	1,031,621	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,031,621
13. Public Works	1,529,094	350,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,879,094
14. Parks, Culture and Recreation	7,062,614	21,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,083,914
15. Court Center	946,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	946,200
16. Building Maintenance	326,676	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	326,676
17. Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18. Economic Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19. Other Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20. Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21. Contingency Reserve	637,000	-	8,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	645,000
22. Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23. Transfers Out	867,554	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	867,554
TOTAL	31,421,860	4,238,500	559,260	832,911	747,373	2,200	1,229,652	486,182	486,182	1,410,890	916,816	107,198	7,434,900	10,130,170	12,465,110	12,037,563	8,160,005	486,818	22,734,186	2,510,000	47,539,000	7,264,805	1,173,505	828,880	3,225,748	53,316	197,805	47,500	176,211,961	
BUDGETARY FUND BALANCE RESERVE	6,318,354	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,318,354
Percent of Ending Fund Balance/Annual Expenses	12.75%	0.00%	0.00%	101.65%	93.14%	0.00%	108.31%	0.00%	0.00%	40.0289%	0.55%	0.06%	13.83%	20.60%	66.97%	1.72%	58.12%	0.30%	5.52%	28.19%	2.32%	191.85%	0.45%	0.00%	0.00%	0.00%	0.00%	0.00%	12.75%	
Impact to Fund Balance - Current Year	(1,110,037)	(4,000,000)	360	952	845	-	(7,923)	-	-	173,000	5,654	-	(3,314,364)	(5,614,273)	(5,574,515)	(20,751)	64,057	1,451	(2,363,343)	(48,000)	(21,800)	416,776	(1,068,044)	-	(3,175,748)	-	138	(49,500)	(20,038,155)	

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Andrea Weckmueller-Behninger, City Manager

(Seal)

Attest:

s/s Lisa Layson, City Clerk

Published in Shawnee News-Star May 14, 2024.

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Fiscal Year 2025 Proposed Budget

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TABLE OF CONTENTS

Introduction

Transmittal Letter	5
Ward Map & Commissioners.....	9
About Shawnee Oklahoma	11
Organizational Chart	13
Personnel Summary.....	14
Budget Calendar	15
Fund Descriptions	17
Fund Matrix.....	19
Notice of Public Hearing	21

Fund Summaries

General Fund	23
Grant Fund	25
Street & Alley Fund	28
E-911 Fund	31
Economic Development Fund.....	34
Spay/Neuter Fund.....	39
Hotel/Motel Surcharge Fund	42
Police Sales Tax Fund	45
Fire Sales Tax Fund.....	48
Tax Increment Financing Fund.....	51
CDBG Grants Fund	54
CDBG-CV-ODOC Fund	57
ESG-CV2 ODOC Grant	60
Capital Improvement Fund	62
Street Improvement Fund	66
2018 Capital Improvement Fund	69
American Rescue Plan Fund	73
2023 Capital Improvement Fund	76
Aquatic Center Fund	79
Workers' Compensation Self-Insurance Fund	82
Insurance Recovery Fund.....	85
Library Fund	88
Cemetery Perpetual Fund.....	90

TABLE OF CONTENTS (continued)

Sister Cities Fund.....	93
Shawnee Airport Authority.....	95
Shawnee Municipal Authority	98
Water Systems Capital Projects.....	102
Wastewater Systems Capital Projects	105
Meter Maintenance Fund.....	107

Departments

Animal Welfare	111
Building Maintenance	113
CDBG	115
Cemetery.....	117
City Attorney	119
City Clerk	121
City Manager.....	123
Code Enforcement	125
Community Development.....	127
Criminal Investigations.....	130
Dispatch	132
Emergency Management.....	134
Engineering	136
Finance	139
Fire Administration	141
Fire Suppression.....	143
Fire Training	146
Human Resources	148
Information Technology.....	150
Library	152
Municipal Court	154
Parks.....	156
Police Administration.....	159
Police Patrol	161
Recreation	164



TABLE OF CONTENTS (continued)

Shawnee Splash.....	166
Streets	168
Tourism.....	171
Traffic.....	173

Additional

Debt Service	175
Expo Operations	176
Transfers Out.....	178
Workers' Compensation.....	179

Shawnee Airport Authority

Airport	180
---------------	-----

Shawnee Municipal Authority

Lake Operations.....	182
North Sewer Treatment Plant	184
Sewer Collection	186
South Sewer Treatment Plant	188
Utility Administration	190
Utility Billing	193
Water Distribution.....	195
Water Production	197

Appendices

Capital Improvement Plan Policy	200
Budgeting and Financial Plan Policy.....	207
Glossary	213

April 15, 2024

Honorable Mayor, City Commissioners, and Fellow Citizens of the City of Shawnee,

A year after the April 19, 2023, tornado, the City of Shawnee and the community as a whole continue to recover from this devastating event. The City is grateful to our residents, businesses, and community institutions, and we share in their unbroken spirit to see our community fully restored. The City remains in active coordination with our insurance, the Oklahoma Department of Emergency Management and Homeland Security (OEMDHS), and the Federal Emergency Management Agency (FEMA) for needed tornado repairs and reconstruction. The City of Shawnee is thankful to share that, while the budget may be modest and the remaining restoration needs are many, the City's [Fiscal Year 2024-2025 Budget](#) will nevertheless serve the critical needs of our cherished community.

The budget before you is the result of months of preparation and cross-departmental conversations about the essential functions the City performs, the identification and closure of existing gaps, the discussion of areas for desired improvement, and the consideration of future growth. Spanning July 1, 2024, through June 30, 2025, this budget again demonstrates our City's commitment to community priorities, shared values, and continued growth, using deliberate planning and priority setting to build financial resiliency, improve quality of life, and foster sustainability.

As you know, the City of Shawnee encompasses a general government component as well as two public trusts, specifically the Shawnee Airport Authority and the Shawnee Municipal Authority.

- The general government component of the City of Shawnee supports administration, code enforcement, community development, engineering, financial management, municipal court, parks and recreation, public safety, streets and traffic, and tourism.
- The Shawnee Airport Authority (SAA) for the City of Shawnee oversees capital improvements, maintenance, and operation of the Shawnee Regional Airport.
- The Shawnee Municipal Authority (SMA) for the City of Shawnee is comprised of administration, as well as water distribution, one water treatment plant, wastewater collection, and two wastewater treatment plants.

In compliance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, as well as in accordance with the City's Municipal Code, Section 2-96, the City of Shawnee must prepare and adopt an annual budget. In general, appropriations lapse at the end of the fiscal year, although fund allocations for capital projects may be carried forward into the next fiscal year if the capital project has not yet been completed. The City's Fiscal Year 2024-2025 Budget has been prepared using best practices and techniques recommended by the Governmental Accounting Standards Board (GASB) as well as the financial policies adopted by the City Commission. The budget is organized by fund and department, and it must also be adopted by the City Commission at the fund-level detail.



Within the regulatory framework and these best practices, the Fiscal Year 2024-2025 Budget continues the path set by the preceding four years. General Fund revenues were again estimated conservatively and represent a six (6) percent increase over the Fiscal Year 2023-2024 Original Budget. The estimated growth is derived from recent tax revenue trends, which resulted in projected growth rates of a quarter (0.25) percent for sales tax and ten (10) percent for use tax. This methodology was chosen in response to the significant influence of the April 19, 2023, tornado impact and subsequent recovery. Revenue projections for other funds were based on the analysis of several years of historical data.

Particularly in light of the need for operating reserves when a disaster strikes, it bears repeating that the Fiscal Year 2024-2025 Budget was also guided by the “Budgeting and Financial Planning Policies”, which were adopted by the City Commission on March 7, 2022. These policies specifically prescribe the following:

- The City will not borrow from any external source to fund ongoing operations.
- Excess Fund Balances should not be used to support ongoing operations but may be budgeted to fund one-time expenditures.
- Each City fund should include a Contingency Reserve of no less than two (2.0) percent of the fund’s budgeted operating expenditures.
- Specifically, the General Fund must maintain Operating Reserves at the beginning of each fiscal year in the amount of no less than fourteen (14.0) percent and no more than twenty (20.0) percent of the total General Fund budget. Other funds that also support personnel or operating expenditures must maintain operating reserves at a target level of five (5.0) to twenty (20.0) percent of the total budgeted expenditures.

Maintaining the required operating reserves and contingency reserves, has resulted in a conservative position budget which is accompanied by multiple high priority capital improvements:

- The City is holding steady at 300.5 full-time equivalent positions citywide, which account for 68 percent of the General Fund, as well as 15 percent of the Shawnee Municipal Authority and 33 percent of the Shawnee Airport Authority funding.
- Accounting for a combined total of over \$70 million, the majority of high priority capital requests have been accommodated within the Fiscal Year 2024-2025 Budget. The planned improvements were derived from the needs expressed by each one of the general government City departments as well as the Shawnee Airport Authority and Shawnee Municipal Authority. Several of the projects started in prior fiscal years*:
 - ♦ Wastewater treatment plant update* (will continue into next fiscal year)
 - ♦ Water and wastewater line replacements (ARPA funding)
 - ♦ Roadway panel replacements and overlays (will continue into next fiscal year)
 - ♦ South Kickapoo Avenue widening* (will continue into next fiscal year)
 - ♦ Main Street Bridge replacement* (will continue into next fiscal year)
 - ♦ Twin Lake # 1 Dam repair* (will continue into next fiscal year)



- ◆ 45th Street Phase 1 right-of-way and construction* (will continue into next fiscal year)
- ◆ New animal shelter*
- ◆ Boat dock for Twin Lakes patrol*
- ◆ Ongoing replacement of vehicles for fire, police, and public works
- ◆ Ongoing replacement of public safety gear
- ◆ Ongoing Information Technology upgrades and routine equipment replacement

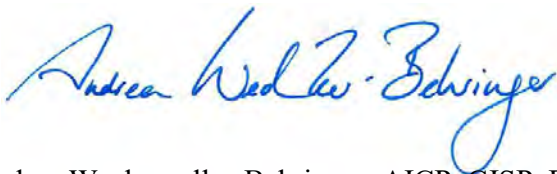
With the City's adoption of its Capital Improvement Plan, additional investment needs have already been identified and prioritized for implementation in subsequent years.

- Lastly, the Fiscal Year 2024-2025 Budget includes the continuation of consultant service agreements, which also began in previous years:
 - ◆ Unified Development Code (adoption and close-out)
 - ◆ Phase 2 of the Twin Lakes Survey

All in all, the Fiscal Year 2024-2025 Budget for the City of Shawnee presents an optimal outline of the revenues and expenditures for maintenance and operations activities as well as capital improvement projects associated with the City's delivery of core municipal services to our community.

In closing, I want to thank the Finance Department and the entire Management Team for their many hours of service during the Fiscal Year 2024-2025 Budget process. Together, we look forward to a successful year, full of meaningful partnerships, ongoing recovery, and strategic renewal.

Sincerely,



Andrea Weckmueller-Behringer, AICP, GISP, RAS
City Manager



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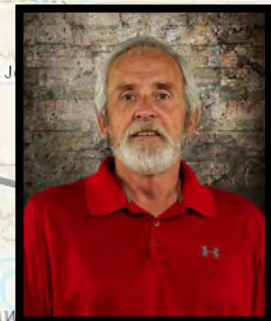
Ed Bolt
Mayor



Lauren Richter
Commissioner
Ward 6



Daniel Matthews
Commissioner
Ward 1



Mark Sehorn
Commissioner
Ward 5



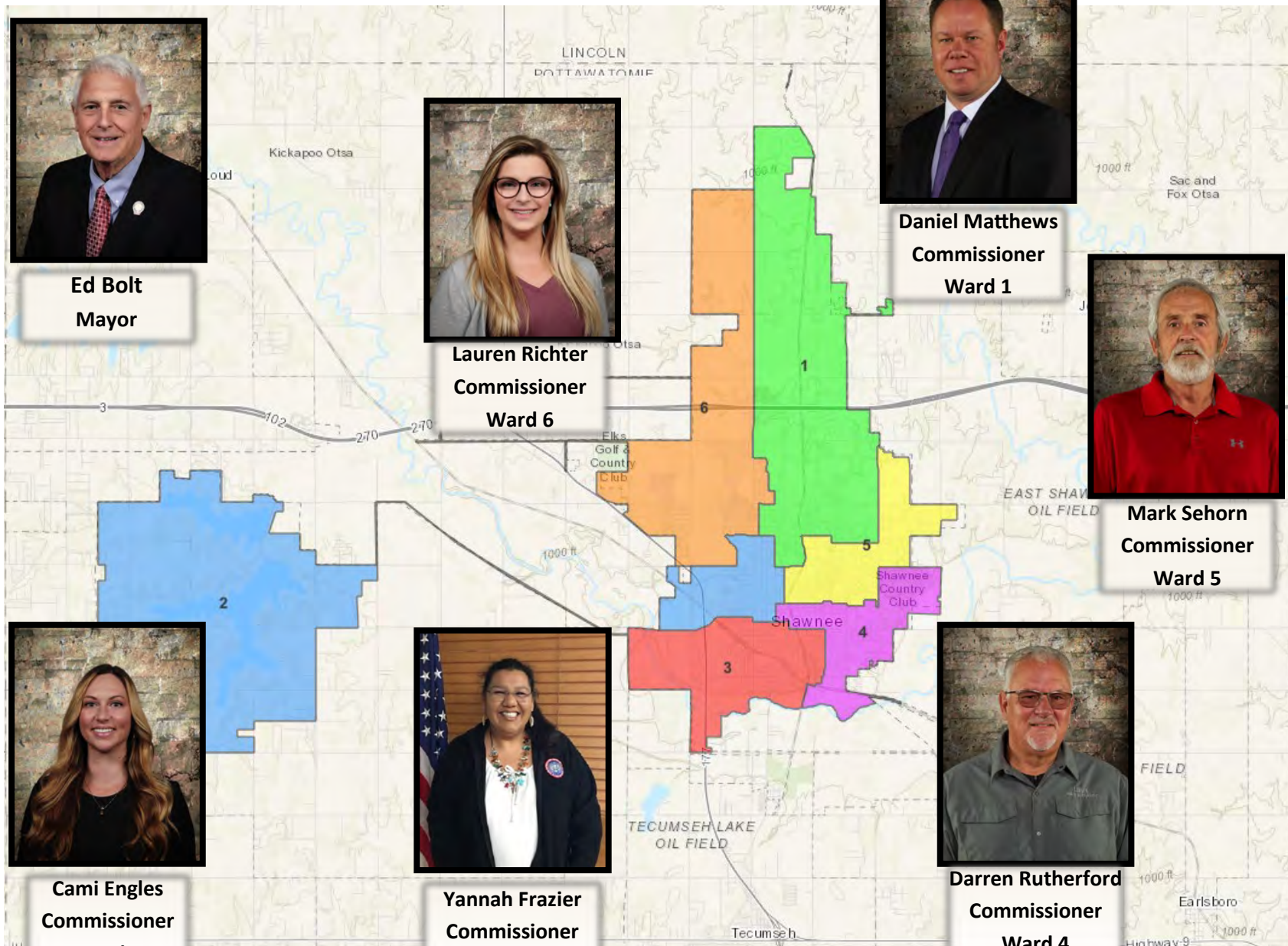
Cami Engles
Commissioner
Ward 2



Yannah Frazier
Commissioner
Ward 3



Darren Rutherford
Commissioner
Ward 4



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About Shawnee

General Information

The City of Shawnee is a vibrant and growing community that strives to maintain its rich history, cultural diversity, and family-oriented appeal, while continually adapting to the evolving needs of its citizens. The City strives to provide exceptional amenities to its growing population, and endeavors to embody what a great community should be – family-friendly, welcoming, informed, invested, and responsible.



Shawnee is located 35 miles east of Oklahoma City and has a population of almost 32,000. The City serves as a regional hub for the surrounding communities and is the county seat for Pottawatomie County, which has a population of approximately 72,000.

Incorporated in 1894, the City of Shawnee adopted its first Charter in 1908 to establish the basic structure of the City's organization, powers, function, and essential procedures. Since 1930, Shawnee has operated under a managerial form of government. The City Board of Commissioners passes all ordinances, appoints the City Attorney, City Judge and City Treasurer, and also appoints a City Manager. The City Manager is responsible for overseeing the day-to-day operations of the government, implementing policy established by the City Commission, and appointing the heads of the various departments. The City Commission is purely representative in form, and its power is derived directly from the people.

History

Shawnee has a long and rich history of settlement, development, and expansion. Since its initial conception, Shawnee has frequently been a center of industrial progress that fueled its development and expansion. Along the way, many familiar and historic places in Shawnee were built. A great number of these historic buildings, thoroughfares, and features still exist as sources of pride and benchmarks for the opportunities and possibilities that Shawnee is capable of. We are building upon a legacy, not building over it.

The area surrounding Shawnee was settled after the Civil War by a number of tribes that the federal government had removed to Indian



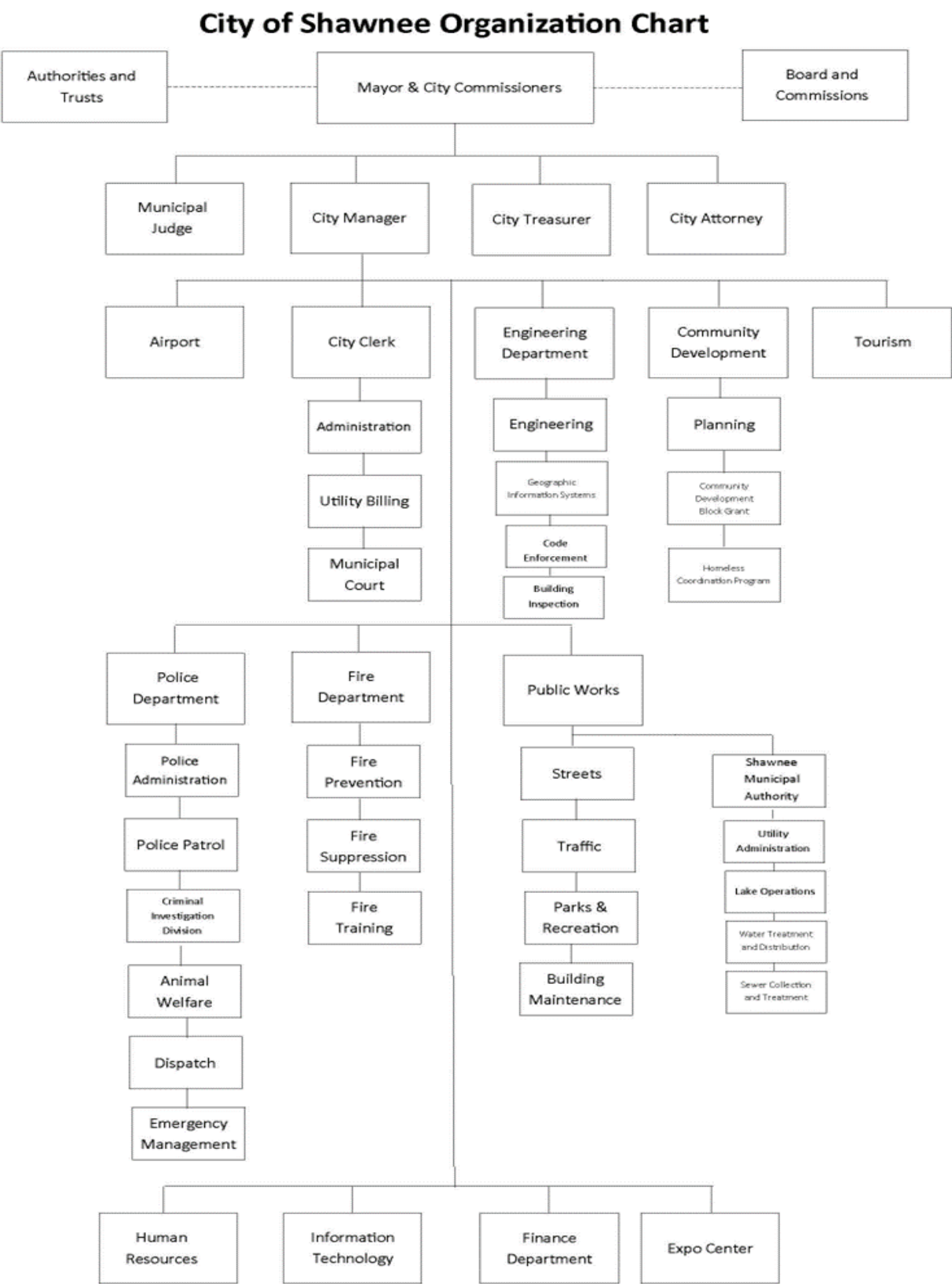
About Shawnee

Territory. The Sac and Fox were originally deeded land in the immediate area but were soon followed by the Kickapoo, Shawnee, and Potawatomi Indians. Members of the tribes continue to reside today in and around Shawnee. It was opened to settlement in the Land Run of September 22, 1891. The quarter section of land on which the original city was built was entered by Henry G. Beard, in 1892. Mr. Beard entered into an agreement with the promoters of the Choctaw, Oklahoma & Gulf Railroad Company, to build through his farm, and in consideration he gave the railway company one-half his claim of one hundred and sixty acres. The railroad was accordingly built through his farm, and the City of Shawnee began its existence as a thriving, growing, and expanding commercial center when the first train arrived.

West Main Street is an excellent example of many Main Street communities that emerged in the late 19th century as part of the westward movement. Choosing not to organize its activity around a central square, as did many towns in New England, the South, and upper-Midwest, Shawnee represents a distinctly western model of urban development. Depending on railroad lines for its economic health, Shawnee's Main Street became the focal point for commercial, manufacturing, and entertainment activity beginning in 1895. Shawnee's early economic success was developed around the railroad industry. The Santa Fe Train Depot (still extant), with its unique architecture, serves as a visible reminder of the City's dependence on the train.



Organizational Chart



Personnel Summary

Full-time Equivalent Employees

Fund	Department	FY 2023	FY 2024	FY 2025
General Fund	City Manager	4	4	4
	Finance	6	6	6
	Information Systems	4	4	4
	Municipal Court	4	4	4
	City Clerk	3	3	3
	Human Resources	3	3	3
	Planning	3	3	3
	Code Enforcement	7	8	8
	Police Administration	6	6.5	6.5
	Police Patrol	61	68	68
	CID	11	6	6
	Animal Control	3	4	4
	Dispatch	13	13	13
	Fire Admin	5	5	5
	Fire Suppression	51	51	51
	Fire Training	1	1	1
	Emergency Management	1	1.5	1.5
	Engineering	3	4	4
	Streets	14	14	14
	Traffic Control	3	3	3
	Parks	14	14	14
	Cemetery	4	3	3
	Recreation	3.5	6.5	6.5
	Building Maintenance	6	5	5
General Fund Total		233.5	240.5	240.5
Aquatic Center	Pool	2	1	1
CDBG Grants	CDBG	1	1	1
Hotel/Motel	Tourism	2	2	2
Shawnee Airport Authority	Airport	4	4	4
Shawnee Municipal Authority	Utility Billing	4	4	4
	Utility Admin	4	4	4
	Water Production	8	8	8
	Water Distribution	13	13	13
	North Sewer Treatment Plant	6	6	6
	South Sewer Treatment Plant	7	7	7
	Sewer Collection	10	10	10
Shawnee Municipal Authority Total		52	52	52
Total Full-Time Equivalent Employees		294.5	300.5	300.5



Budget Calendar

02/01/2024 Department Heads begin formulating budget requests

02/28/2024 Budget Proposals Due - Operating & Capital Improvements

3/1-31/2024 Departments meet with Finance & City Manager's Office

04/01/2024 Finalize Budget

04/15/2024 Introduce Proposed Budget to City Commission

05/20/2024 Budget Public Hearing

Presentation of the 5-year Capital Improvement Project Plan

06/17/2024 Budget Adoption

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Fund Descriptions

General Fund	The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The most significant operating revenue is sales tax.
Grant Fund	The Grant Fund is responsible for recording and expending certain grants received by the City.
Street & Alley Fund	The Street & Alley Fund covers the operation of traffic lights for the City of Shawnee streets and thoroughfares through dedicated taxes.
E-911 Fund	The E-911 Fund assists in maintaining the operations of the City's 911 emergency services through dedicated taxes.
Economic Development Fund	The Economic Development Fund provides for the City of Shawnee's economic development activities through a dedicated sales tax. This includes contracts for economic development.
Spay/Neuter Fund	The Spay and Neuter Fund provides for the spaying and neutering of animals in the care of Animal Welfare.
Hotel/Motel Surcharge Fund	The Hotel/Motel Fund accounts for the collection of the City's hotel/motel surcharge, used to encourage, promote and foster tourism.
Police Sales Tax Fund	The Police Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for police officers.
Fire Sales Tax Fund	The Fire Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for firefighters.
Tax Incremental Finance Fund	The Tax Increment Financing Fund receives property tax collected in the downtown Tax Increment Financing District to be used for the revitalization of downtown Shawnee.
CDBG Grants	The CDBG Grant Funds account for federal funds received by the City and expenditures related to the operation of this program with a focus on home rehabilitation.
Capital Improvement Fund	The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The funds major funding source is sales tax.
Street Improvement Fund	The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development or debt service. The funds major funding source is sales tax.
2018 Capital Improvement Fund	The 2018 Capital Improvement Fund accounts for a 10-year half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.
American Rescue Plan Fund	The American Rescue Plan Fund consists of federal funds received under the federal American Rescue Plan passed in 2021.



Fund Descriptions

2023 Capital Improvement Fund	The 2023 Capital Improvement Fund accounts for the additional half-cent sales tax that was passed in January 2023 to be used for infrastructure projects. It specifically serves as collateral for the loans received from the Oklahoma Water Resources Board which funded the Wastewater Treatment Plant update.
Aquatic Fund	The Aquatic Fund is the main operating fund for the City pool and is funded through pool fees and a General Fund subsidy.
Workers' Compensation Self-Insurance Fund	The Workers' Compensation Self-Insurance Fund accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis.
Library Fund	The Library Fund accounts for the maintenance of the City library. The main funding source is a General Fund transfer.
Cemetery Perpetual Care Fund	The Cemetery Perpetual Care Fund accounts for the continuing care and maintenance as well as future capital investments of the City-owned cemetery funded with fees restricted by external sources.
Sister Cities Fund	The Sister Cities Fund accounts for the activities carried out under the Sister Cities program with Nikaho, Japan.
Shawnee Municipal Authority	The Shawnee Municipal Authority accounts for the City's water, sewer, and sanitation operations. The major funding source is user charges.
Water System Capital Improvement Fund	This fund is to account for the water system capital projects.
Wastewater System Capital Improvement Fund	This fund is to account for the wastewater system capital projects.
Meter Maintenance Fund	This fund receives revenue from a fee collected on utility bills and accounts for debt service and the maintenance of meters.
Shawnee Airport Authority	The Shawnee Airport Authority fund provides for the operation of the City of Shawnee Municipal Airport. The main revenue sources include rental revenues, fuel sales and federal grants for capital projects.



Fund Matrix

	Governmental	Enterprise	Major	Nonmajor
General Fund	X		X	
Grant Fund	X			X
Street & Alley Fund	X			X
E-911 Fund	X			X
Economic Development Fund	X			X
Spay/Neuter Fund	X			X
Hotel/Motel Surcharge Fund	X			X
Police Sales Tax Fund	X			X
Fire Sales Tax Fund	X			X
Tax Incremental Finance Fund	X			X
CDBG Grants	X			X
Capital Improvement Fund	X		X	
Street Improvement Fund	X		X	
2018 Capital Improvement Fund	X		X	
American Rescue Plan Fund	X		X	
2023 Capital Improvement Fund	X		X	
Aquatic Fund	X			X
Workers' Compensation Self-Insurance Fund	X			X
Library Fund	X			X
Cemetery Perpetual Care Fund	X			X
Sister Cities Fund	X			X
Shawnee Municipal Authority		X	X	
Water System Capital Improvement Fund		X		X
Wastewater System Capital Improvement Fund		X		X
Meter Maintenance Fund		X		X
Shawnee Airport Authority		X	X	



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Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2024-2025																														
	001	010	101	102	104	105	106	107	108	112	190	191	301	302	303	304	306	350	501	502	503	504	511	601	603	701	702	709		
Description	General Fund	Grant Fund	Street & Alley Fund	E 911 Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	CDBG Grant Fund	CDBG-CV- ODOC Fund	Capital Improvement Fund	Street Improvement Fund	2018 Capital Improvement Fund	American Rescue Plan Fund	2023 Capital Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Water System Capital Imprv Fund	Wastewater Capital Imprv Fund	Meter Maintenance Fund	Shawnee Airport Authority	Workers Compensation Self-Insurance Fund**	Insurance Recovery Fund**	Library Fund	Cemetery Perpetual Care Fund	Sister Cities Fund	Total	
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																														
1 Beginning Budgetary Fund Balance	5,438,371	4,000,000	-	418,911	360,430	-	642,852	-	-	1,210,866	-	-	4,238,624	6,774,399	8,574,157	1,024,081	2,196,495	-	1,426,038	600,000	1,100,000	414,955	297,325	-	3,175,746	-	193,805	42,500	42,129,555	
2 Taxes	22,758,344	-	283,900	414,000	388,945	-	574,000	486,182	486,182	200,000	-	-	3,014,326	3,403,271	3,889,453	-	3,889,453	-	-	-	-	-	-	-	-	-	-	-	-	39,788,056
3 Intergovernmental	401,500	236,500	-	-	-	-	-	-	-	-	905,616	192,198	180,000	-	-	11,013,476	-	-	38,285	1,000,000	-	-	180,000	-	-	-	-	-	14,147,575	
4 License and Permits	578,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,025	-	-	-	-	-	-	-	-	-	606,025	
5 Fines and Forfeitures	317,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317,500	
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7 Charges for Services	238,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	145,000	15,972,385	-	-	850,000	-	-	-	-	-	-	17,205,620	
8 Rental Revenues	49,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	-	-	-	-	239,700	-	-	-	-	-	302,800	
9 Interest Income	314,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,900	
10 Other Revenues	113,000	-	6,360	-	-	2,200	12,000	-	-	-	13,200	-	-	2,500	1,500	-	-	55,000	280,000	-	45,000,000	-	226,250	-	50,000	-	4,000	-	45,762,010	
11 Transfers In	5,532,364	-	269,000	-	-	-	-	-	-	-	-	-	-	-	-	-	64,057	274,948	4,989,453	910,000	1,439,000	-	230,230	828,582	-	93,376	-	-	14,631,010	
TOTAL	35,741,314	4,236,500	559,260	832,911	749,375	2,200	1,228,852	486,182	486,182	1,410,866	918,816	192,198	7,434,950	10,180,170	12,465,110	12,037,557	6,150,005	488,948	22,734,186	2,510,000	47,539,000	1,264,955	1,173,505	828,582	3,225,746	93,376	197,805	42,500	175,211,051	
APPROPRIATIONS :																														
1 Administration	2,034,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,320	-	-	-	-	2,036,983	
2 Accounting	734,032	-	-	-	-	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	-	-	-	3,476	-	-	-	-	739,508	
3 Information Systems	652,627	-	-	-	-	-	-	-	-	-	-	-	352,350	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	1,007,294	
4 City Clerk	433,888	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	435,626	
5 Municipal Court	483,278	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	485,595	
6 Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918,674	-	-	-	-	5,224	-	-	-	-	923,898	
7 Human Resources	494,059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	495,797	
8 Community Development	605,193	-	-	-	-	-	-	-	-	30,000	913,760	192,198	550,000	-	1,075,774	-	-	-	-	-	-	-	-	9,216	4,461	-	-	-	3,380,602	
9 Police Department and Emergency Management	10,966,402	4,215,000	-	413,048	-	2,200	-	-	-	-	-	-	1,570,144	-	-	-	-	-	-	-	-	-	-	491,914	185,625	-	-	-	17,844,333	
10 Fire Department	7,043,267	-	-	-	-	-	-	-	-	-	-	-	1,498,846	-	2,005,000	-	-	-	-	-	-	-	-	199,582	2,085	-	-	-	10,748,780	
11 Engineering	493,570	-	-	-	-	-	-	-	-	-	-	-	239,000	485,000	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	1,219,887	
12 Code Enforcement	1,031,621	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	4,634	2,268	-	-	-	1,088,523	
13 Public Works	1,529,084	-	550,000	-	-	-	-	-	-	-	-	-	606,600	7,335,000	1,012,000	11,834,227	-	-	9,357,622	1,958,000	46,470,000	-	-	51,532	83,837	-	-	80,787,902		
14 Parks, Culture and Recreation	2,082,814	21,500	-	-	-	-	-	-	-	-	-	-	728,750	-	150,000	-	-	478,997	-	-	-	-	-	30,640	187,905	91,726	3,862	-	3,776,194	
15 Expo Center	944,250	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	626,671	-	-	-	1,670,921	
16 Building Maintenance	395,678	-	-	-	-	-	-	-	-	-	-	-	433,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	839,018	
17 Tourism	-	-	-	-	-	-	578,369	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,340	-	-	-	-	579,528	
18 Economic Development	-	-	-	-	388,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	388,000	
19 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	42,500	
20 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,057,224	8,118	2,082,894	-	-	-	3,148,236	
21 Contingency Reserve	630,000	-	8,900	-	-	-	11,554	-	-	-	-	-	-	-	-	-	-	8,500	435,000	-	-	-	15,000	-	50,000	1,650	-	-	1,160,604	
22 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,122,694	-	-	-	3,860,136	-	-	433,274	-	-	-	-	-	-	7,416,104	
23 Transfers Out	867,554	-	-	-	-	-	-	486,182	486,182	-	-	-	500,000	600,000	-	-	3,889,453	-	6,973,057	-	-	-	-	-	-	-	-	-	13,802,428	
TOTAL	31,421,980	4,236,500	558,900	413,048	388,000	2,200	589,923	486,182	486,182	30,000	913,760	192,198	6,530,690	8,420,000	7,465,468	11,834,227	3,889,453	487,497	21,544,489	1,958,000	46,470,000	433,274	1,072,224	828,582	3,225,746	93,376	3,862	42,500	154,018,261	
ENDING BUDGETARY FUND BALANCE RESERVE	4,319,334	-	360	419,863	361,375	-	638,929	-	-	1,380,866	5,056	-	904,260	1,760,170	4,999,642	203,330	2,260,552	1,451	1,189,697	552,000	1,069,000	831,681	101,281	-	-	-	193,943	-	21,192,790	
Percent of Ending Fund Balance/Annual Expenses	13.75%	0.00%	0.06%	101.65%	93.14%	0.00%	108.31%	0.00%	0.00%	4602.89%	0.55%	0.00%	13.85%	20.90%	66.97%	1.72%	58.12%	0.30%	5.52%	28.19%	2.30%	191.95%	9.45%	0.00%	0.00%	0.00%	5021.83%	0.00%	13.76%	
Impact to Fund Balance - Gain/(Loss)	(1,119,037)	(4,000,000)	360	952	945	-	(3,923)	-	-	170,000	5,056	-	(3,334,364)	(5,014,229)	(3,574,515)	(820,751)	64,057	1,451	(236,341)	(48,000)	(31,000)	416,726	(196,044)	-	(3,175,746)	-	138	(42,500)	(20,936,765)	

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2024 through June 30, 2025, as identified on May 6, 2024.

* Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 114 - Opiod Settlement Fund, 192 - ESG ODOC Fund, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

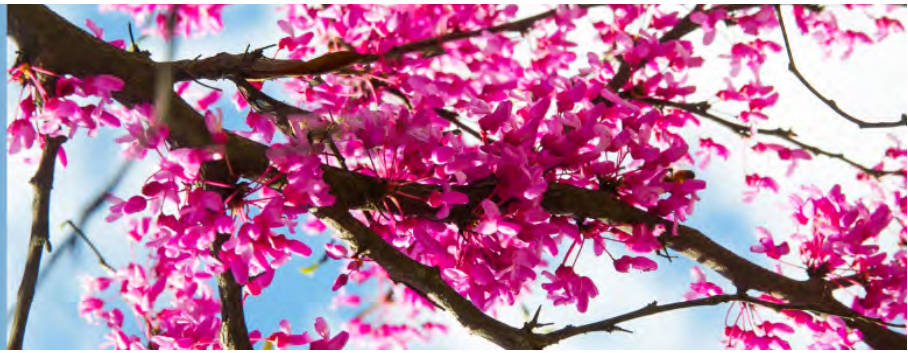
A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on May 20, 2024.

21 Andrea Weckmueller-Behringer, City Manager
(Seal)
Attest:
s/s Lisa Lasyone, City Clerk

FUND SUMMARIES

General Fund

FY 2024-2025 Budget Overview



Fund Description

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The most significant operating revenue is sales tax.

General Fund Budgets

Divisions

City Manager
City Attorney
Expo Operation
Finance
Information Technology
Municipal Court
City Clerk
Human Resources
Community Development
Code Enforcement
Police Administration
Police Patrol
Criminal Investigations Division
Animal Welfare
Dispatch
Emergency Management
Fire Administration
Fire Suppression
Fire Training
Engineering
Streets
Traffic Control
Parks
Cemetery
Recreation
Building Maintenance
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$28,774,989	\$28,055,586	\$28,161,286	\$30,302,943
Expenses	\$28,995,936	\$30,007,510	\$30,944,268	\$31,421,980
REVENUES LESS EXPENSES	-\$220,947	-\$1,951,924	-\$2,782,982	-\$1,119,037

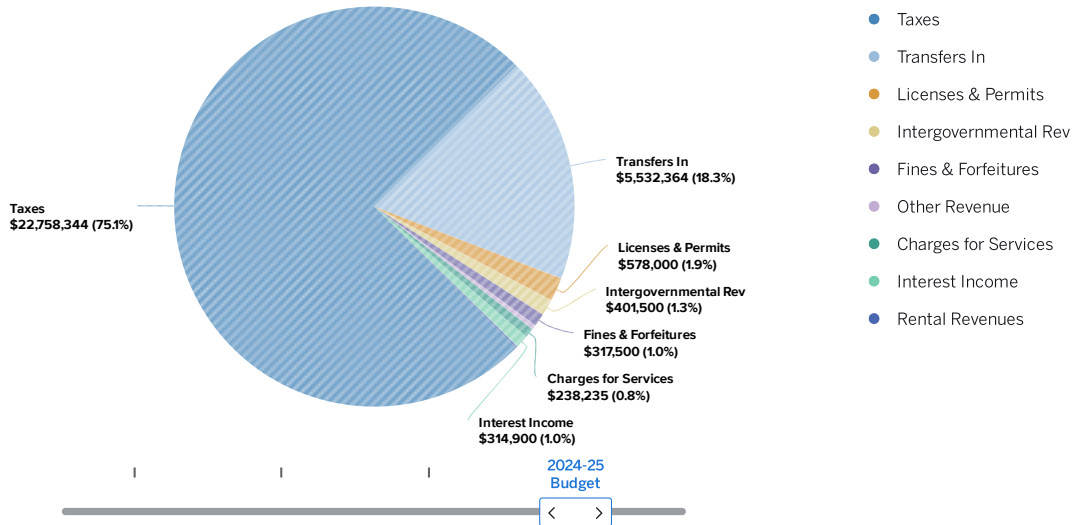
Updated On 7 May, 2024

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Broken down by

Revenues [GENERAL FUND ▾](#)

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$21,284,490	\$20,470,390	\$20,576,090	\$22,758,344
Transfers In	\$4,809,693	\$5,478,262	\$5,478,262	\$5,532,364
Licenses & Permits	\$565,986	\$492,000	\$492,000	\$578,000
Intergovernmental Rev	\$620,444	\$444,000	\$444,000	\$401,500
Fines & Forfeitures	\$497,005	\$476,000	\$476,000	\$317,500
Other Revenue	\$486,559	\$322,000	\$322,000	\$113,000
Charges for Services	\$219,191	\$238,234	\$238,234	\$238,235
Interest Income	\$230,350	\$85,600	\$85,600	\$314,900
Rental Revenues	\$61,271	\$49,100	\$49,100	\$49,100
TOTAL	\$28,774,989	\$28,055,586	\$28,161,286	\$30,302,943

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
ADMINISTRATION				
CITY MANAGER	\$808,453	\$1,935,350	\$1,640,721	\$2,389,663
CITY ATTORNEY	\$238,712	\$250,000	\$250,000	\$275,000
ADMINISTRATION TOTAL	\$1,047,166	\$2,185,350	\$1,890,721	\$2,664,663
FINANCE				
FINANCE	\$712,748	\$717,156	\$717,156	\$734,032
FINANCE TOTAL	\$712,748	\$717,156	\$717,156	\$734,032
INTERNAL SERVICES				
INFORMATION TECHNOLOGY	\$570,199	\$595,740	\$595,740	\$652,627
BUILDING MAINTENANCE	\$297,005	\$338,594	\$359,735	\$395,678
ALLOCATED COSTS	\$1,722	\$0	\$0	\$0
INTERNAL SERVICES TOTAL	\$868,926	\$934,333	\$955,475	\$1,048,305
CITY CLERK				
CITY CLERK	\$335,688	\$415,855	\$415,855	\$433,888
CITY CLERK TOTAL	\$335,688	\$415,855	\$415,855	\$433,888

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
HUMAN RESOURCES				
HUMAN RESOURCES	\$516,758	\$476,833	\$477,671	\$494,059
HUMAN RESOURCES TOTAL	\$516,758	\$476,833	\$477,671	\$494,059
TRANSFERS OUT				
TRANSFERS OUT	\$2,899,270	\$696,948	\$696,948	\$867,554
TRANSFERS OUT TOTAL	\$2,899,270	\$696,948	\$696,948	\$867,554
CITY CLERK				
MUNICIPAL COURT	\$406,911	\$488,228	\$489,241	\$483,278
CITY CLERK TOTAL	\$406,911	\$488,228	\$489,241	\$483,278
POLICE DEPARTMENT				
POLICE ADMINISTRATION	\$623,410	\$669,000	\$671,072	\$674,389
POLICE PATROL	\$6,914,796	\$6,708,230	\$6,867,767	\$7,577,341
CRIMINAL INVESTIGATIONS DIVISION	\$933,320	\$1,091,917	\$1,116,749	\$734,308
ANIMAL WELFARE	\$273,706	\$306,589	\$306,589	\$344,139
DISPATCH	\$636,864	\$807,837	\$814,733	\$661,352
POLICE DEPARTMENT TOTAL	\$9,382,097	\$9,583,573	\$9,776,910	\$9,991,529
FIRE DEPARTMENT				
FIRE ADMINISTRATION	\$795,551	\$765,005	\$759,944	\$817,151
FIRE SUPPRESSION	\$5,401,733	\$5,598,354	\$5,644,475	\$5,974,693
FIRE TRAINING	\$274,377	\$394,043	\$390,543	\$251,423
FIRE DEPARTMENT TOTAL	\$6,471,661	\$6,757,402	\$6,794,962	\$7,043,267
EMERGENCY MANAGEMENT				
EMERGENCY MANAGEMENT	\$807,336	\$1,813,646	\$1,835,194	\$974,873
EMERGENCY MANAGEMENT TOTAL	\$807,336	\$1,813,646	\$1,835,194	\$974,873
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$472,400	\$414,829	\$668,342	\$605,193
COMMUNITY DEVELOPMENT TOTAL	\$472,400	\$414,829	\$668,342	\$605,193
ENGINEERING				
ENGINEERING	\$321,333	\$438,738	\$438,738	\$493,570
CODE ENFORCEMENT, INSPECTIONS, AND PERMITS	\$784,964	\$1,001,373	\$1,298,220	\$1,031,621
ENGINEERING TOTAL	\$1,106,297	\$1,440,111	\$1,736,958	\$1,525,191
CULTURE AND RECREATION				
PARKS	\$919,861	\$995,673	\$1,050,270	\$1,293,103
MUNICIPAL AUDITORIUM	\$203,434	\$481,219	\$493,149	\$532,991
SENIOR CITIZEN CENTER	\$0	\$0	\$0	\$0
EXPO CENTER	\$1,131,559	\$928,948	\$928,948	\$944,250
CULTURE AND RECREATION TOTAL	\$2,254,854	\$2,405,840	\$2,472,367	\$2,770,344
PUBLIC WORKS				
STREETS	\$1,120,355	\$1,151,498	\$1,223,746	\$1,192,147
TRAFFIC CONTROL	\$337,222	\$311,014	\$572,050	\$336,937
CEMETERY	\$256,247	\$214,894	\$220,672	\$256,720
PUBLIC WORKS TOTAL	\$1,713,825	\$1,677,405	\$2,016,468	\$1,785,804
TOTAL	\$28,995,936	\$30,007,510	\$30,944,268	\$31,421,980

Expenditure Breakdown by Account Type

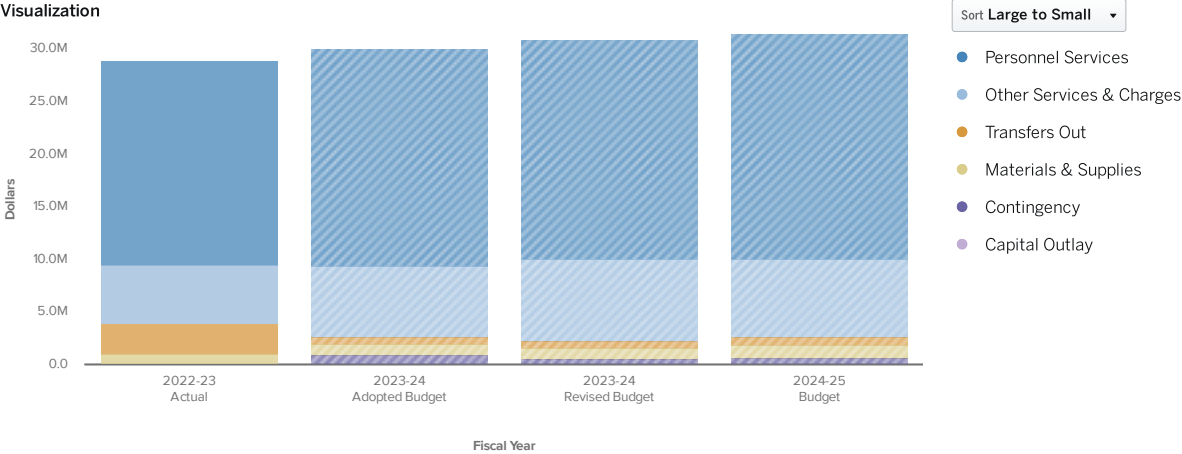
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Broken down by Expenses GENERAL FUND



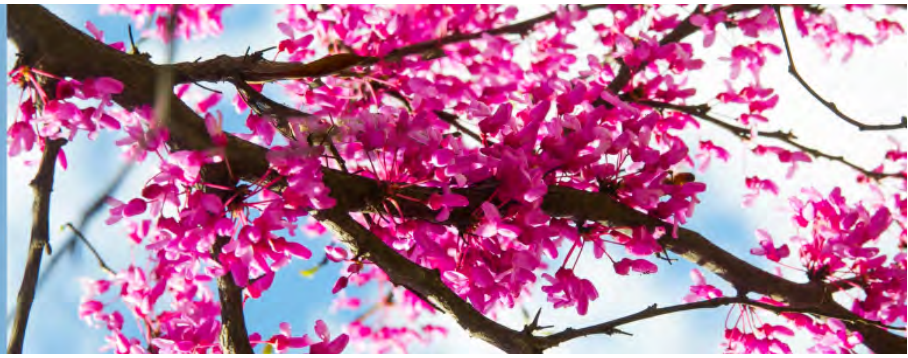
Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$982,000	\$553,221	\$630,000
Personnel Services	\$19,526,455	\$20,640,921	\$20,873,820	\$21,318,160
Materials & Supplies	\$1,024,180	\$980,562	\$1,062,229	\$1,133,476
Other Services & Charges	\$5,503,769	\$6,707,080	\$7,758,050	\$7,396,540
Capital Outlay	\$42,263	\$0	\$0	\$76,250
Transfers Out	\$2,899,270	\$696,948	\$696,948	\$867,554
TOTAL	\$28,995,936	\$30,007,510	\$30,944,268	\$31,421,980

Grant Fund

FY 2024-2025 Budget Overview



Fund Description

The Grant Fund is responsible for recording and expending certain grants received by the City across various departments.

Grant Fund Budgets

FY24-25 Grants

- Police Dept
 - Crisis Intervention Training
 - SAFE Grant
 - OK Highway Safety
 - Edward Byrne Memorial Grant
- Recreation
 - Central OK Economic Development District (COEDD)
 - National Recreation and Park Association (NRPA)
- Emergency Management
 - Federal Emergency Management Agency (FEMA)

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$8,063,966	\$289,500	\$400,947	\$236,500
Expenses	\$4,605,692	\$318,500	\$3,929,947	\$4,236,500
REVENUES LESS EXPENSES	\$3,458,274	-\$29,000	-\$3,529,000	-\$4,000,000

Updated On 7 May, 2024

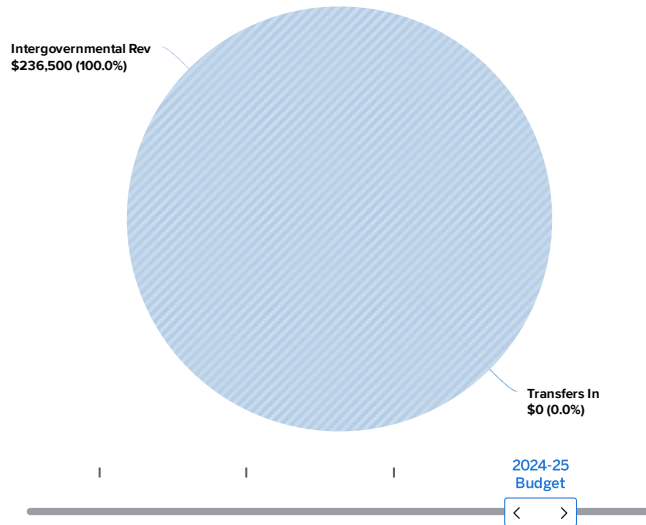
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Broken down by

Revenues [GRANT FUND ▾](#)Sort **Large to Small** ▾

- Transfers In
- Intergovernmental Rev

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers In	\$8,000,000	\$0	\$0	\$0
Intergovernmental Rev	\$63,966	\$289,500	\$400,947	\$236,500
TOTAL	\$8,063,966	\$289,500	\$400,947	\$236,500

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
EMERGENCY MANAGEMENT	\$4,512,561	\$0	\$3,215,657	\$4,000,000
POLICE DEPARTMENT	\$93,131	\$273,500	\$295,060	\$215,000
CULTURE AND RECREATION	\$0	\$16,000	\$110,345	\$21,500
AIRPORT	\$0	\$0	\$131,866	\$0
FIRE DEPARTMENT	\$0	\$0	\$111,447	\$0
COMMUNITY DEVELOPMENT	\$0	\$29,000	\$29,000	\$0
PUBLIC WORKS	\$0	\$0	\$34,625	\$0
PUBLIC WORKS-SMA	\$0	\$0	\$1,947	\$0
TOTAL	\$4,605,692	\$318,500	\$3,929,947	\$4,236,500

Expenditure Breakdown by Account Type

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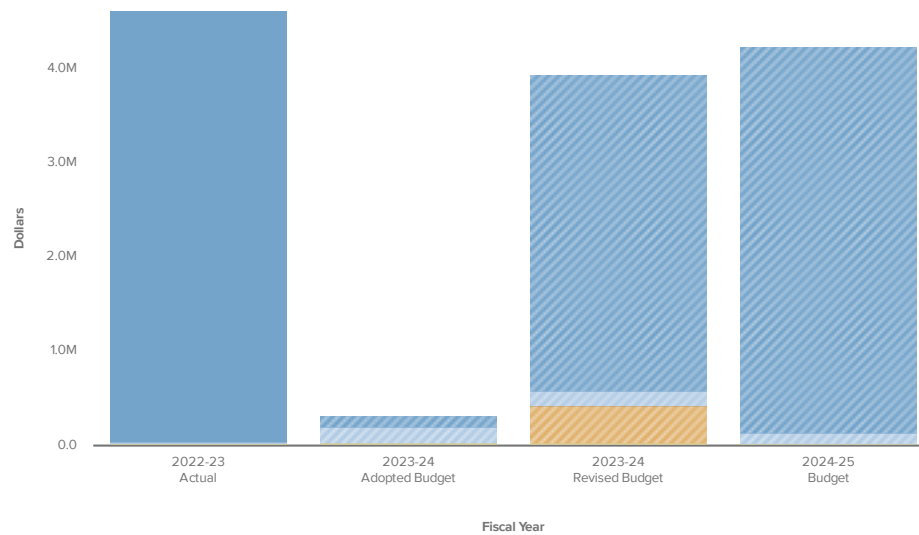
Expenses ▾ GRANT FUND



Sort Large to Small ▾

- Other Services & Charges
- Personnel Services
- Capital Outlay
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$4,556,554	\$118,500	\$3,344,720	\$4,095,000
Personnel Services	\$27,108	\$169,000	\$158,437	\$117,500
Capital Outlay	\$0	\$0	\$395,790	\$0
Materials & Supplies	\$22,030	\$31,000	\$31,000	\$24,000
TOTAL	\$4,605,692	\$318,500	\$3,929,947	\$4,236,500

Street & Alley Fund

FY 2024-2025 Budget Overview



Fund Description

The Street & Alley Fund covers the operation of streetlights for the City of Shawnee streets and thoroughfares through dedicated taxes.

Street & Alley Fund

Streets

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$283,213	\$283,900	\$283,900	\$283,900
Licenses & Permits	\$0	\$2,000	\$2,000	\$0
Other Revenue	\$6,360	\$6,360	\$6,360	\$6,360
Transfers In	\$252,000	\$187,000	\$187,000	\$269,000
REVENUES TOTAL	\$541,573	\$479,260	\$479,260	\$559,260
Expenses				
Contingency	\$0	\$8,900	\$8,900	\$8,900
Other Services & Charges	\$545,705	\$470,000	\$470,000	\$550,000
EXPENSES TOTAL	\$545,705	\$478,900	\$478,900	\$558,900
REVENUES LESS EXPENSES	-\$4,132	\$360	\$360	\$360

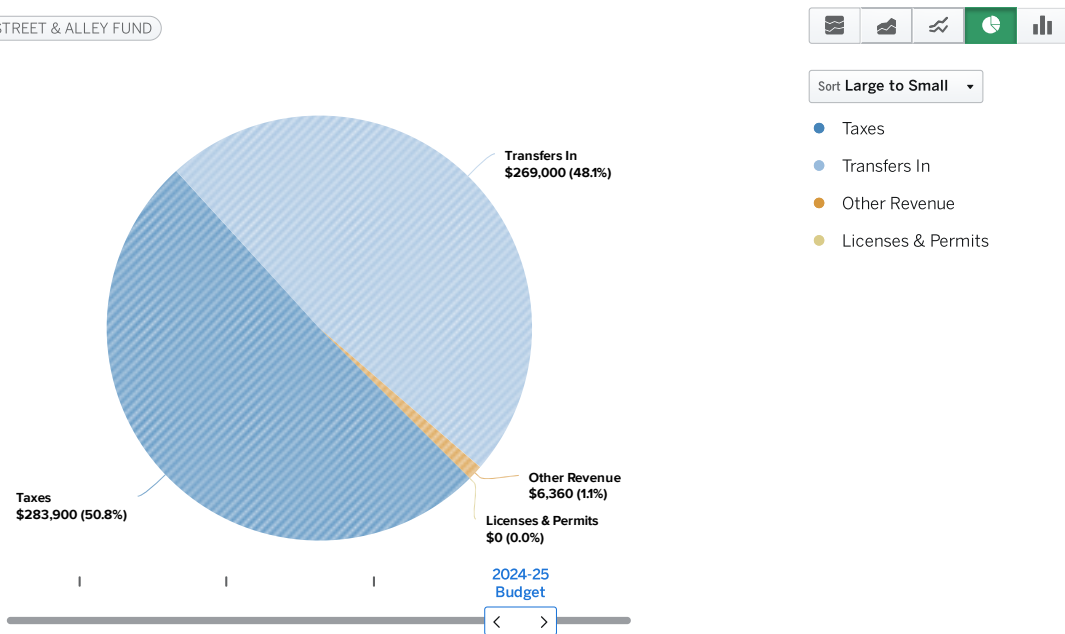
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Broken down by

Revenues ▾ STREET & ALLEY FUND

Visualization



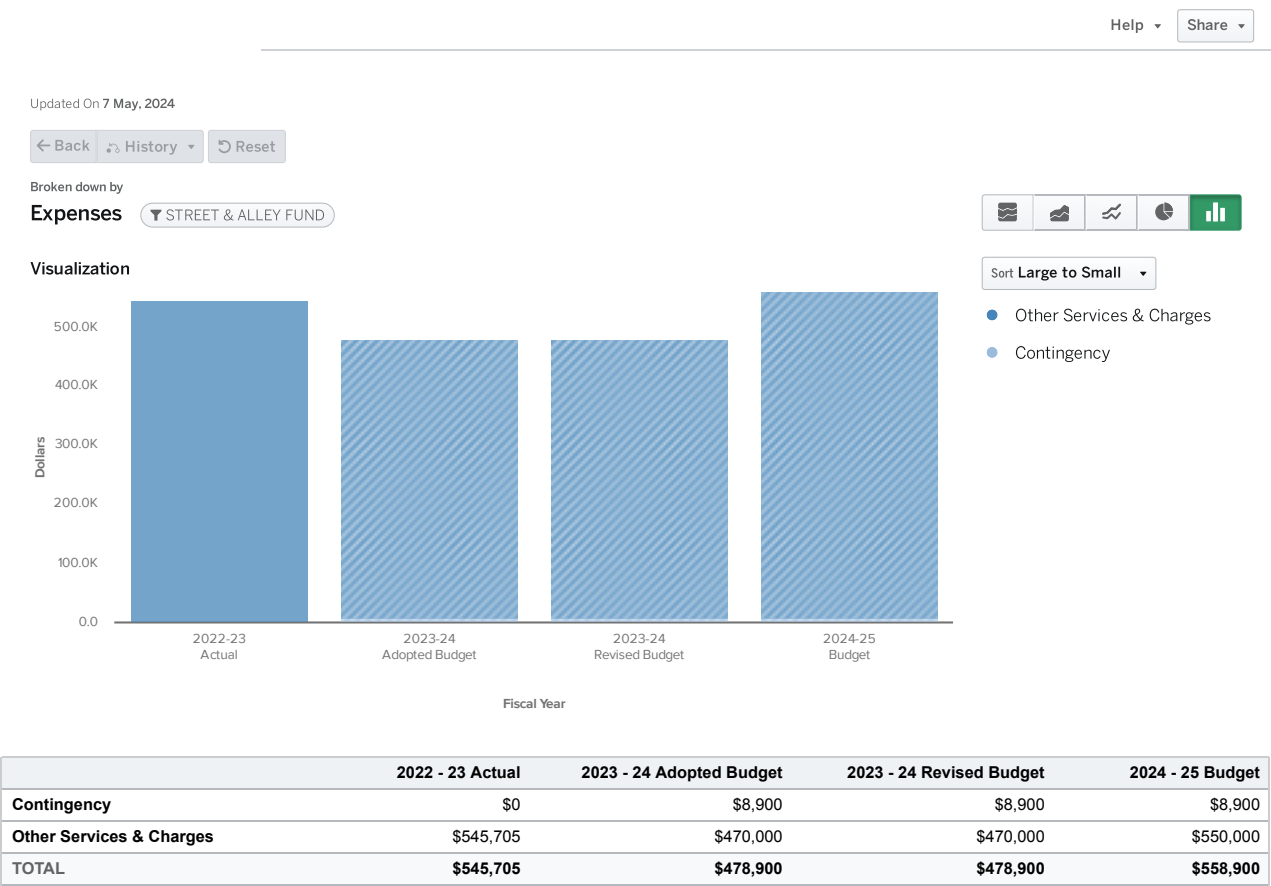
Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$283,213	\$283,900	\$283,900	\$283,900
Licenses & Permits	\$0	\$2,000	\$2,000	\$0
Other Revenue	\$6,360	\$6,360	\$6,360	\$6,360
Transfers In	\$252,000	\$187,000	\$187,000	\$269,000
TOTAL	\$541,573	\$479,260	\$479,260	\$559,260

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS				
STREETS	\$545,705	\$478,900	\$478,900	\$558,900
PUBLIC WORKS TOTAL	\$545,705	\$478,900	\$478,900	\$558,900
TOTAL	\$545,705	\$478,900	\$478,900	\$558,900

Ependiture Breakdown by Account Type



E-911 Fund

FY 2024-2025 Budget Overview



Fund Description

The E-911 Fund assists in maintaining the operations of the City's 911 emergency services through dedicated taxes.

E-911 Fund Budgets

Dispatch

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$295,820	\$280,000	\$280,000	\$414,000
Intergovernmental Rev	\$33,018	\$0	\$0	\$0
REVENUES TOTAL	\$328,838	\$280,000	\$280,000	\$414,000
Expenses				
Personnel Services	\$92,244	\$69,013	\$61,448	\$187,230
Materials & Supplies	\$6,152	\$0	\$0	\$855
Other Services & Charges	\$182,544	\$206,987	\$214,552	\$224,963
Capital Outlay	\$5,041	\$0	\$0	\$0
EXPENSES TOTAL	\$285,982	\$276,000	\$276,000	\$413,048
REVENUES LESS EXPENSES	\$42,855	\$4,000	\$4,000	\$952

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← Back ↺ History ▾ ↺ Reset

Broken down by

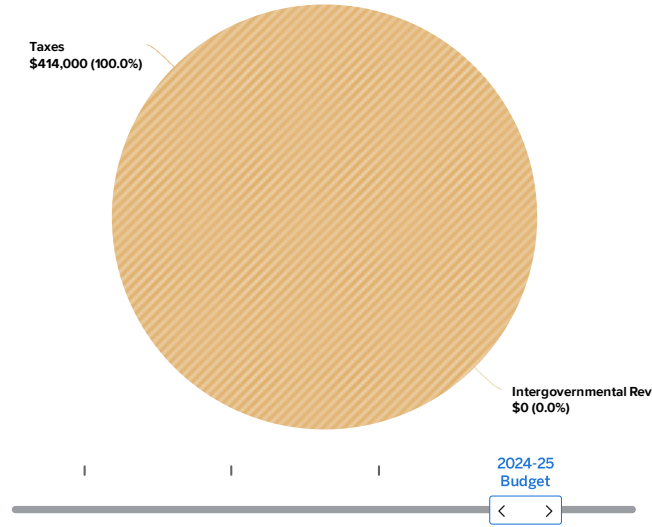
Revenues ▾ E-911 FUND



Sort Large to Small ▾

- Taxes
- Intergovernmental Rev

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$295,820	\$280,000	\$280,000	\$414,000
Intergovernmental Rev	\$33,018	\$0	\$0	\$0
TOTAL	\$328,838	\$280,000	\$280,000	\$414,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
POLICE DEPARTMENT				
DISPATCH	\$285,982	\$276,000	\$276,000	\$413,048
POLICE DEPARTMENT TOTAL	\$285,982	\$276,000	\$276,000	\$413,048
TOTAL	\$285,982	\$276,000	\$276,000	\$413,048

Expenditure Breakdown by Account Type

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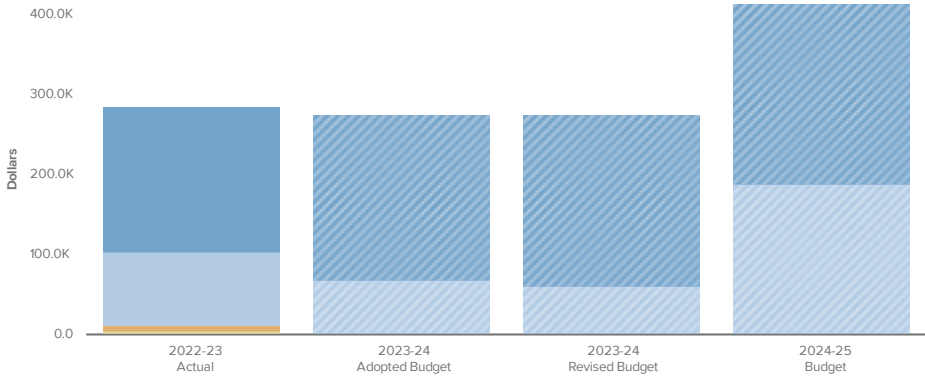
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↺ History

↺ Reset

Broken down by
Expenses ▼ E-911 FUND

Visualization



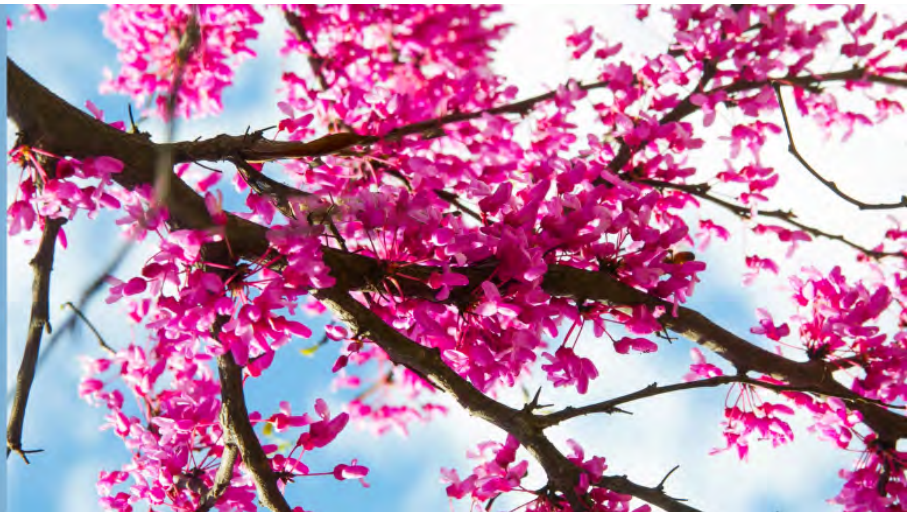
Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies
- Capital Outlay

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$182,544	\$206,987	\$214,552	\$224,963
Personnel Services	\$92,244	\$69,013	\$61,448	\$187,230
Materials & Supplies	\$6,152	\$0	\$0	\$855
Capital Outlay	\$5,041	\$0	\$0	\$0
TOTAL	\$285,982	\$276,000	\$276,000	\$413,048

Economic Development Fund

FY 2024-2025 Budget Overview



Fund Description

The Economic Development Fund provides for the City of Shawnee's economic development activities through a dedicated sales tax. This includes contracts for economic development and providing funding for Shawnee's Sister Cities Program.

Economic Development Fund Budgets

Economic Development
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$381,098	\$367,212	\$383,212	\$388,945
Expenses	\$297,274	\$295,000	\$383,000	\$388,000
REVENUES LESS EXPENSES	\$83,823	\$72,212	\$212	\$945

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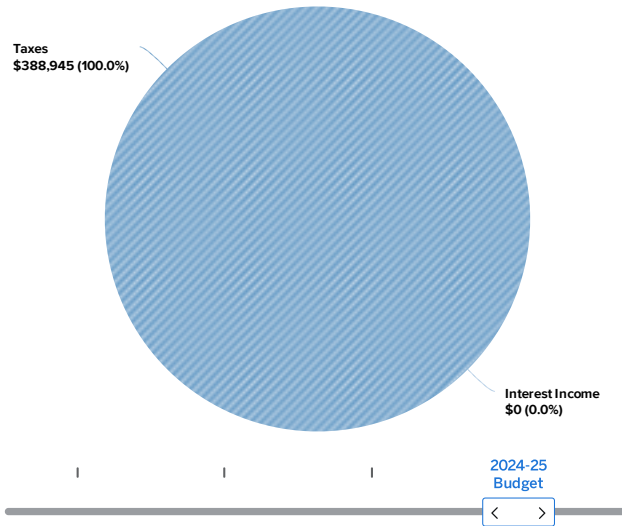
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Broken down by

Revenues [ECONOMIC DEVELOPMENT FU...](#)Sort **Large to Small** ▾

- Taxes
- Interest Income

Visualization

**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$380,800	\$367,212	\$383,212	\$388,945
Interest Income	\$298	\$0	\$0	\$0
TOTAL	\$381,098	\$367,212	\$383,212	\$388,945

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT				
TRANSFERS OUT	\$42,500	\$0	\$0	\$0
TRANSFERS OUT TOTAL	\$42,500	\$0	\$0	\$0
ECONOMIC DEVELOPMENT				
ECONOMIC DEVELOPMENT	\$254,774	\$295,000	\$383,000	\$388,000
ECONOMIC DEVELOPMENT TOTAL	\$254,774	\$295,000	\$383,000	\$388,000
TOTAL	\$297,274	\$295,000	\$383,000	\$388,000

Expenditure Breakdown by Account Type

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← Back

↺ History

↺ Reset

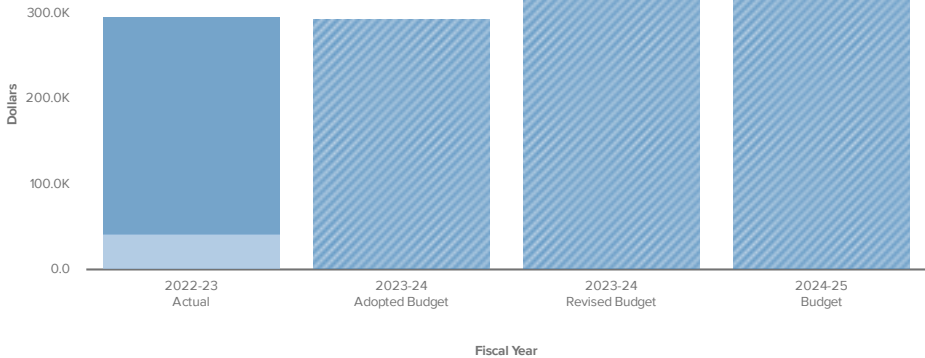
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Expenses ECONOMIC DEVELOPMENT FU...



Visualization

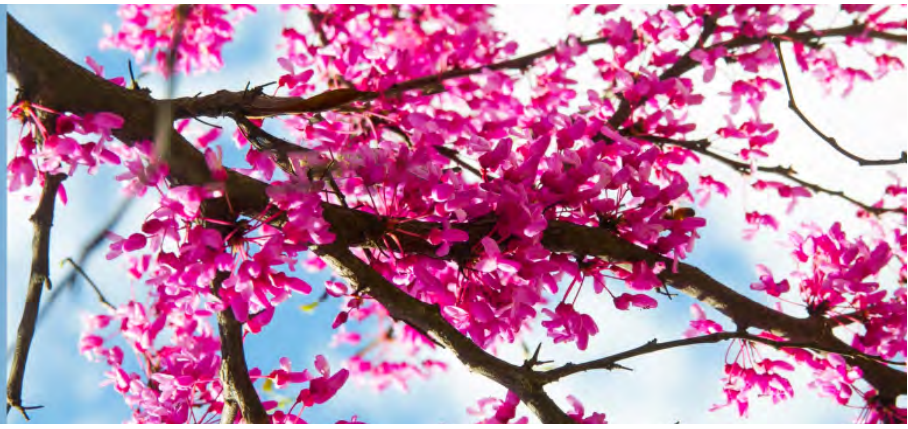
Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$254,774	\$295,000	\$383,000	\$388,000
Transfers Out	\$42,500	\$0	\$0	\$0
TOTAL	\$297,274	\$295,000	\$383,000	\$388,000

SPAY AND NEUTER FUND

FY 2024-2025 Budget Overview



Fund Description

The Spay and Neuter Fund provides for the spaying and neutering of animals in the care of Animal Welfare.

Spay and Neuter Fund Budgets

Animal Welfare

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Other Revenue	\$1,275	\$2,200	\$2,200	\$2,200
REVENUES TOTAL	\$1,275	\$2,200	\$2,200	\$2,200
Expenses				
Other Services & Charges	\$2,194	\$2,200	\$2,200	\$2,200
EXPENSES TOTAL	\$2,194	\$2,200	\$2,200	\$2,200
REVENUES LESS EXPENSES	-\$919	\$0	\$0	\$0

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← Back
 History ▾
 Reset

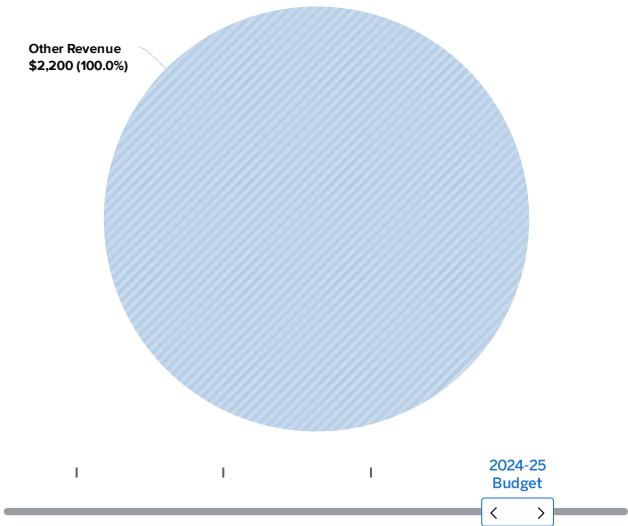
Broken down by
Revenues
SPAY/NEUTER FUND

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Sort Large to Small ▾

● Other Revenue

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$1,275	\$2,200	\$2,200	\$2,200
TOTAL	\$1,275	\$2,200	\$2,200	\$2,200

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
POLICE DEPARTMENT				
ANIMAL WELFARE	\$2,194	\$2,200	\$2,200	\$2,200
POLICE DEPARTMENT TOTAL	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$2,194	\$2,200	\$2,200	\$2,200

Expenditure Breakdown by Account Type

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Back History Reset

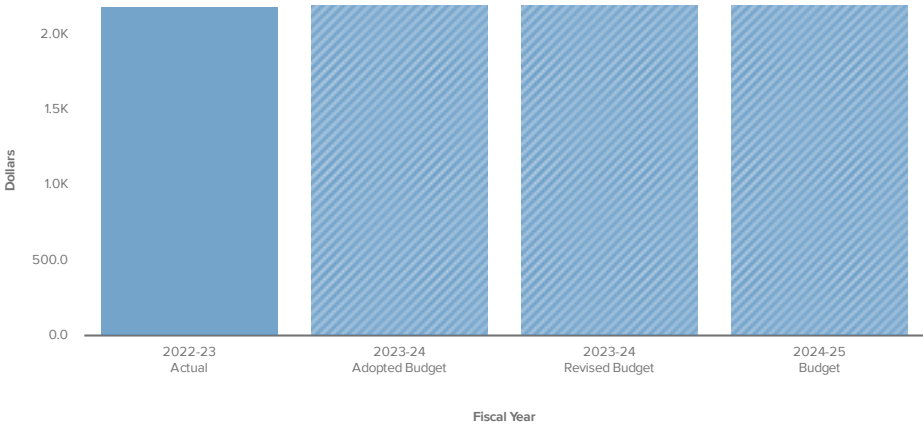
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Expenses SPAY/NEUTER FUND



Sort Large to Small

Other Services & Charges

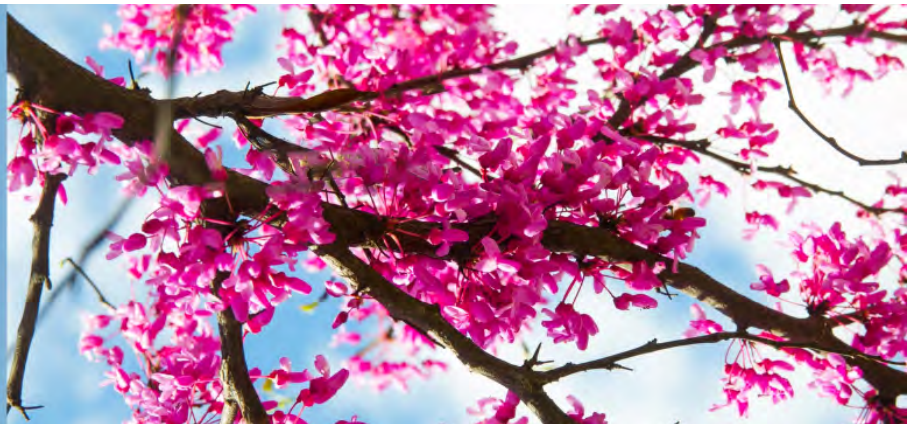
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$2,194	\$2,200	\$2,200	\$2,200

Hotel/Motel Surcharge Fund

FY 2024-2025 Budget Overview



Fund Description

The Hotel/Motel Fund accounts for the collection of the City's hotel/motel surcharge, used to encourage, promote and foster tourism.

Hotel/Motel Surcharge Fund Budgets

Tourism

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$552,441	\$474,500	\$543,634	\$586,000
Expenses				
Contingency	\$0	\$9,400	\$11,671	\$11,554
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Capital Outlay	\$4,315	\$0	\$0	\$0
EXPENSES TOTAL	\$570,859	\$474,674	\$593,808	\$589,923
REVENUES LESS EXPENSES	-\$18,418	-\$174	-\$50,174	-\$3,923

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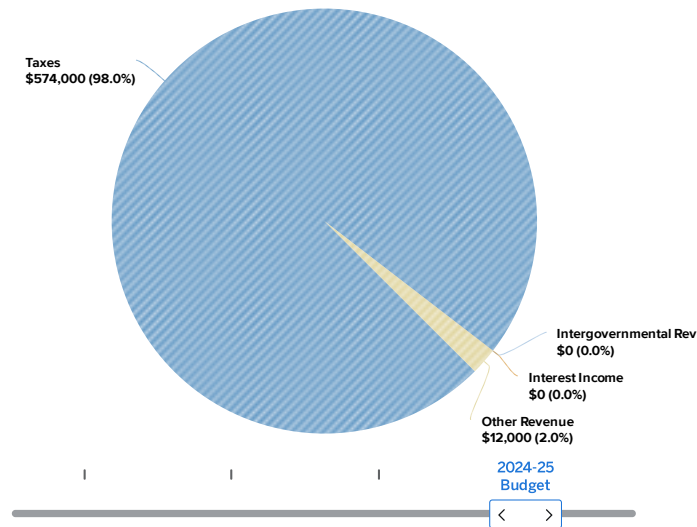
Broken down by

Revenues [HOTEL/MOTEL SURCHARGE F...](#)

Sort By Chart of Accounts ▾

- Taxes
- Intergovernmental Rev
- Interest Income
- Other Revenue

Visualization

**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$548,449	\$474,500	\$519,407	\$574,000
Intergovernmental Rev	\$0	\$0	\$5,100	\$0
Interest Income	\$36	\$0	\$0	\$0
Other Revenue	\$3,956	\$0	\$19,127	\$12,000
TOTAL	\$552,441	\$474,500	\$543,634	\$586,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TOURISM				
TOURISM	\$570,859	\$474,674	\$593,808	\$589,923
TOURISM TOTAL	\$570,859	\$474,674	\$593,808	\$589,923
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Expenditure Breakdown by Account Type

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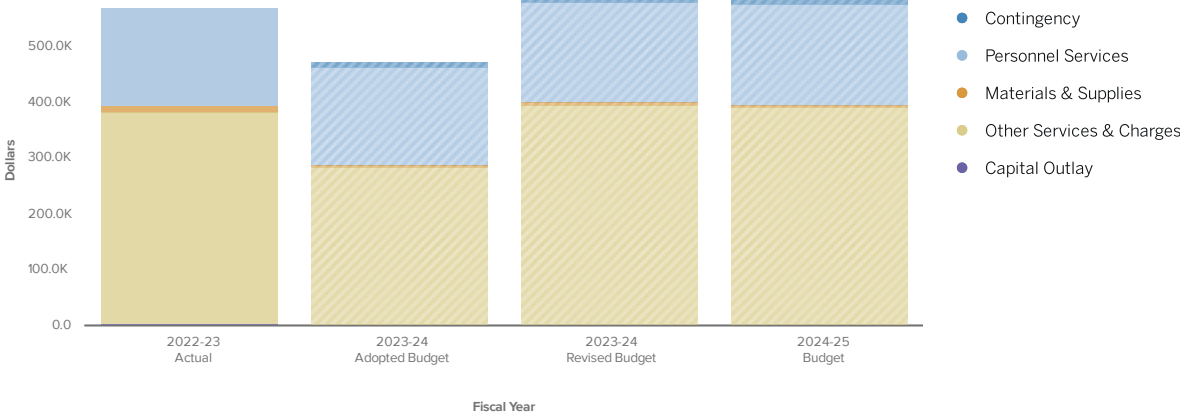
Broken down by

Expenses ▼ HOTEL/MOTEL SURCHARGE F...



Sort By Chart of Accounts ▾

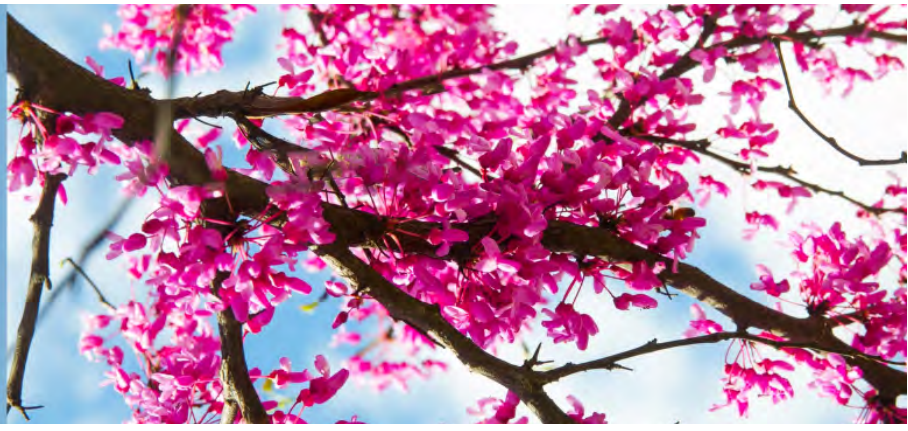
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$9,400	\$11,671	\$11,554
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Capital Outlay	\$4,315	\$0	\$0	\$0
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Police Sales Tax Fund

FY 2024-2025 Budget Overview



Fund Description

The Police Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for police officers.

Police Sales Tax Fund Budgets

Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
REVENUES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
Expenses				
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
EXPENSES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
REVENUES LESS EXPENSES	\$0	\$0	\$0	\$0

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← Back ↺ History ▾ ↺ Reset

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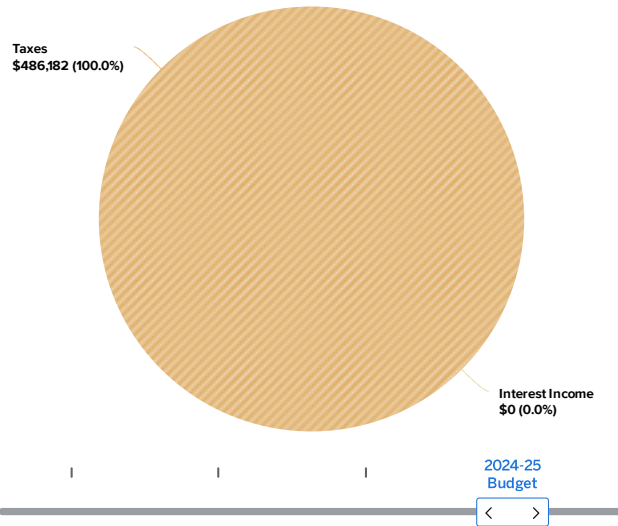
Revenues ▾ POLICE SALES TAX FUND



Sort Large to Small ▾

- Taxes
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure Breakdown by Account Type

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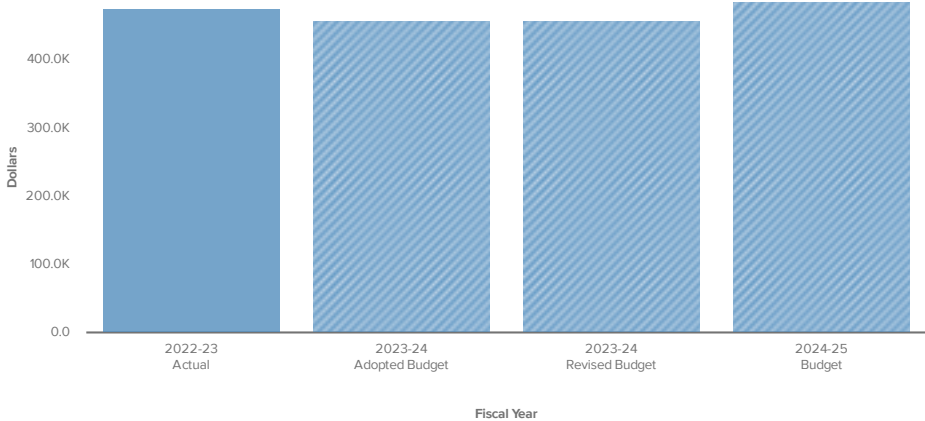
Broken down by
Departments POLICE SALES TAX FUND Expenses



Sort Large to Small

TRANSFERS OUT

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT				
TRANSFERS OUT	\$476,372	\$459,131	\$459,131	\$486,182
TRANSFERS OUT TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Fire Sales Tax Fund

FY 2024-2025 Budget Overview



Fund Description

The Fire Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for firefighters.

General Fund Budgets

Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
REVENUES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
Expenses				
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
EXPENSES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
REVENUES LESS EXPENSES	\$0	\$0	\$0	\$0

Updated On 7 May, 2024

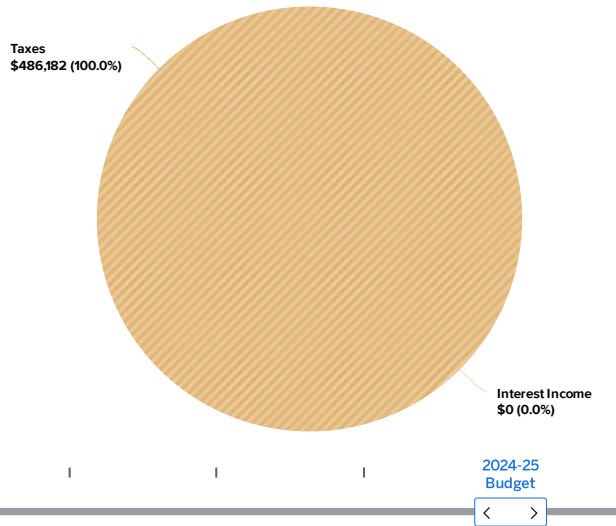
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Broken down by

Revenues [▼ FIRE SALES TAX FUND](#)Sort **Large to Small** ▾

- Taxes
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT				
TRANSFERS OUT	\$476,372	\$459,131	\$459,131	\$486,182
TRANSFERS OUT TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

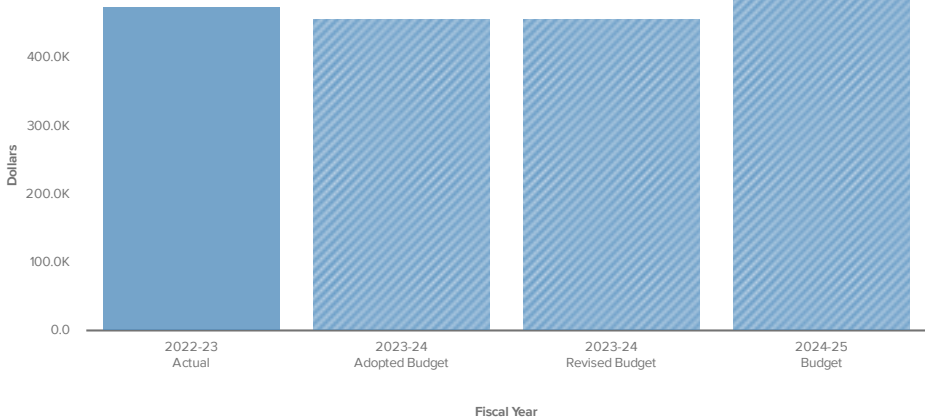
Broken down by Expenses FIRE SALES TAX FUND



Sort Large to Small

Transfers Out

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Tax Increment Finance Fund

FY 2024-2025 Budget Overview



Fund Description

The Tax Increment Financing Fund receives property tax collected in the downtown Tax Increment Financing District to be used for the revitalization of downtown Shawnee.

Tax Increment Finance Fund Budgets

Community Development

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$280,538	\$120,000	\$120,000	\$200,000
Expenses	\$13,014	\$0	\$10,304	\$30,000
REVENUES LESS EXPENSES	\$267,525	\$120,000	\$109,696	\$170,000

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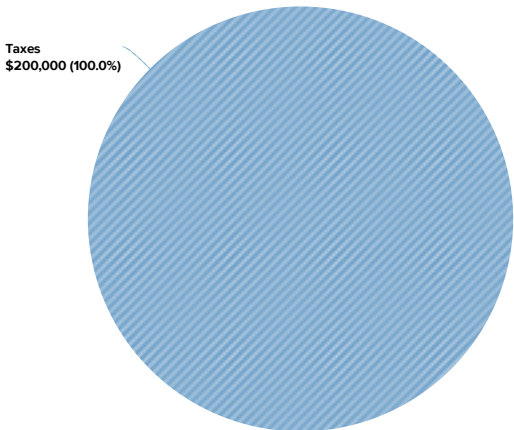
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Broken down by

Revenues TAX INCREMENT FINANCE FUND

Visualization



Sort Large to Small

Taxes

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$280,538	\$120,000	\$120,000	\$200,000

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TOTAL	\$280,538	\$120,000	\$120,000	\$200,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$13,014	\$0	\$10,304	\$30,000
COMMUNITY DEVELOPMENT TOTAL	\$13,014	\$0	\$10,304	\$30,000
TOTAL	\$13,014	\$0	\$10,304	\$30,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

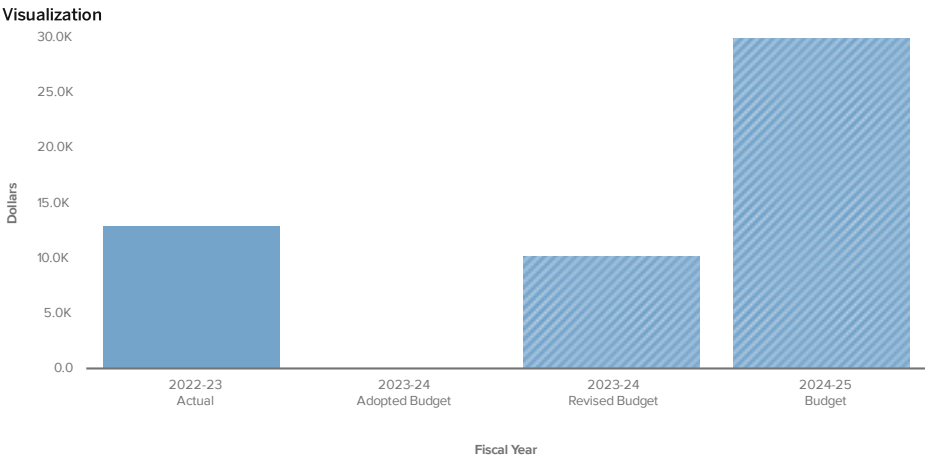
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Broken down by
Expenses TAX INCREMENT FINANCE FUND



Sort Large to Small

Other Services & Charges



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$13,014	\$0	\$10,304	\$30,000
TOTAL	\$13,014	\$0	\$10,304	\$30,000

CDBG Grants

FY 2024-2025 Budget Overview



Fund Description

The CDBG Grant Funds account for federal funds received by the City and expenditures related to the operation of this program with a focus on home rehabilitation.

CDBG Grants Budgets

CDBG ADMINISTRATION

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Intergovernmental Rev	\$621,102	\$828,557	\$828,557	\$905,616
Other Revenue	\$26,862	\$13,200	\$13,200	\$13,200
REVENUES TOTAL	\$647,964	\$841,757	\$841,757	\$918,816
Expenses				
Personnel Services	\$83,335	\$111,702	\$111,702	\$71,323
Materials & Supplies	\$169	\$500	\$2,366	\$500
Other Services & Charges	\$573,196	\$716,228	\$714,362	\$841,937
EXPENSES TOTAL	\$656,701	\$828,430	\$828,430	\$913,760
REVENUES LESS EXPENSES	-\$8,737	\$13,327	\$13,327	\$5,056

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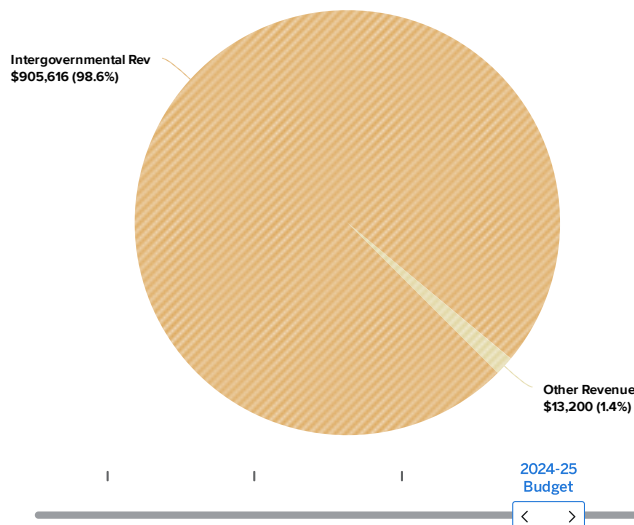
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Broken down by

Revenues ▾ CDBG GRANTS

Visualization



Sort Large to Small ▾

- Intergovernmental Rev
- Other Revenue

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$621,102	\$828,557	\$828,557	\$905,616
Other Revenue	\$26,862	\$13,200	\$13,200	\$13,200
TOTAL	\$647,964	\$841,757	\$841,757	\$918,816

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT				
CDBG HOUSING REHAB	\$576,396	\$711,091	\$777,871	\$872,372
CDBG ADMINISTRATION	\$80,305	\$117,339	\$50,559	\$41,388
COMMUNITY DEVELOPMENT TOTAL	\$656,701	\$828,430	\$828,430	\$913,760
TOTAL	\$656,701	\$828,430	\$828,430	\$913,760

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

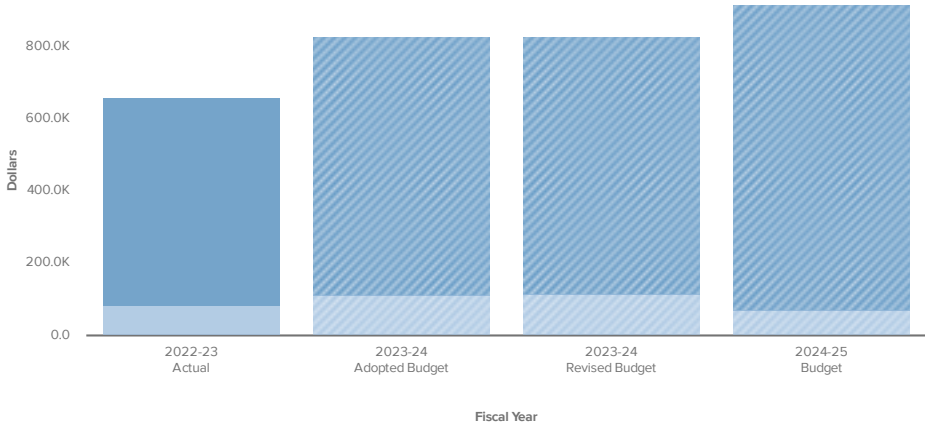
Broken down by Expenses CDBG GRANTS

Bar Chart Line Chart Pie Chart

Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

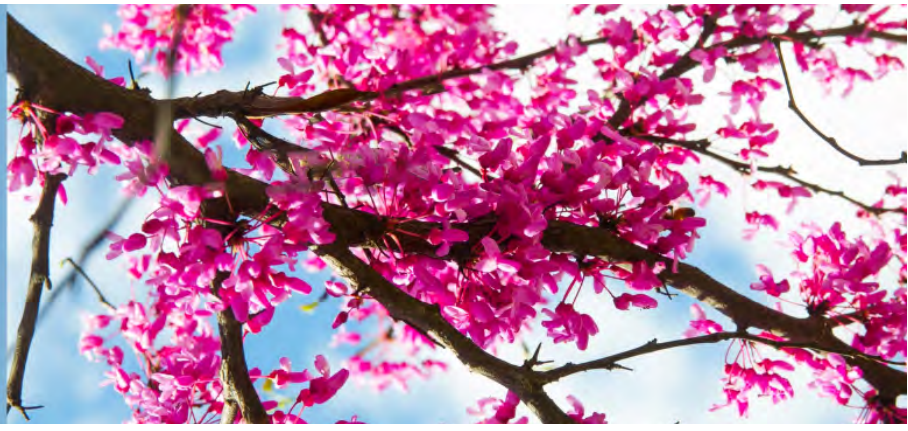
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Personnel Services	\$83,335	\$111,702	\$111,702	\$71,323
Materials & Supplies	\$169	\$500	\$2,366	\$500
Other Services & Charges	\$573,196	\$716,228	\$714,362	\$841,937
TOTAL	\$656,701	\$828,430	\$828,430	\$913,760

CDBG-CV - ODOC Grant

FY 2024-2025 Budget Overview



Fund Description

The CDBG-CV2 - ODOC Grant Fund account for federal funds received by the City and expenditures related to the operation of this program with a focus on mortgage and utility assistance.

CDBG Grants Budgets

CDBG ADMINISTRATION

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Intergovernmental Rev	\$739,052	\$164,872	\$264,597	\$192,198
REVENUES TOTAL	\$739,052	\$164,872	\$264,597	\$192,198
Expenses				
Other Services & Charges	\$778,231	\$164,872	\$264,597	\$184,336
Personnel Services	\$48,503	\$0	\$0	\$7,862
Materials & Supplies	\$1,589	\$0	\$0	\$0
EXPENSES TOTAL	\$828,323	\$164,872	\$264,597	\$192,198
REVENUES LESS EXPENSES	-\$89,271	\$0	\$0	\$0

Updated On 7 May, 2024

← Back
 History ▾
 Reset

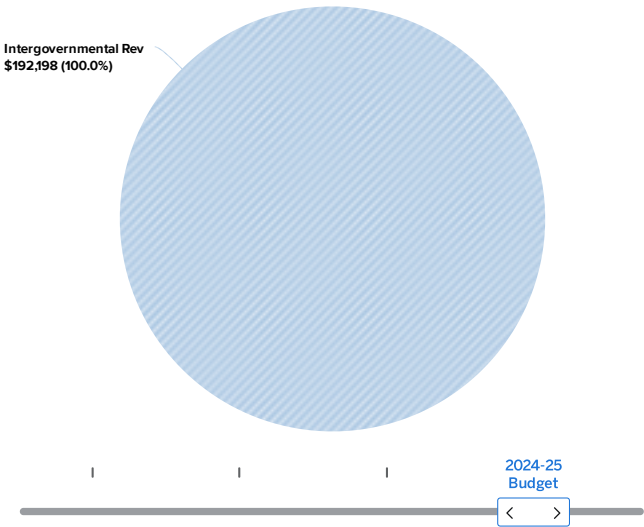
Broken down by

Revenues
CDBG-CV - ODOC

Sort Large to Small ▾

- Intergovernmental Rev

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$739,052	\$164,872	\$264,597	\$192,198
TOTAL	\$739,052	\$164,872	\$264,597	\$192,198

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT	\$828,323	\$164,872	\$264,597	\$192,198
TOTAL	\$828,323	\$164,872	\$264,597	\$192,198

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

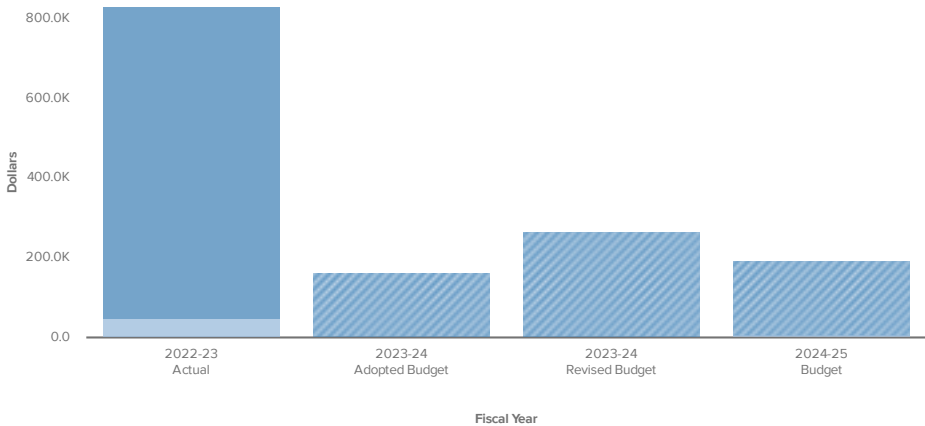
Broken down by Expenses CDBG-CV - ODOC



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

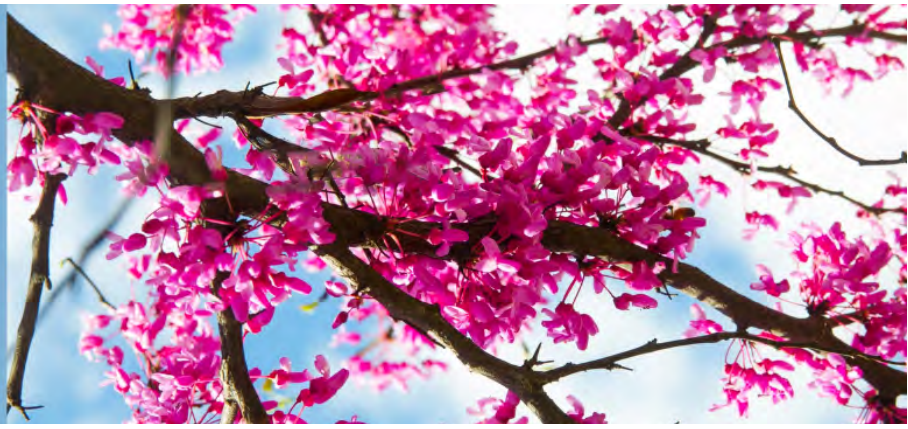
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$778,231	\$164,872	\$264,597	\$184,336
Personnel Services	\$48,503	\$0	\$0	\$7,862
Materials & Supplies	\$1,589	\$0	\$0	\$0
TOTAL	\$828,323	\$164,872	\$264,597	\$192,198

ESG-CR2 - ODOC Grant

FY 2024-2025 Budget Overview



Fund Description

The ESG-CR2 - ODOC Grant Fund account for federal funds received by the City and expenditures related to the operation of this program with a focus on emergency shelter assistance.

CDBG Grants Budgets

CDBG ADMINISTRATION

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$170,254	\$0	\$0	\$0
Expenses	\$113,888	\$0	\$0	\$0
REVENUES LESS EXPENSES	\$56,366	\$0	\$0	\$0

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$170,102	\$0	\$0	\$0
Other Revenue	\$152	\$0	\$0	\$0
TOTAL	\$170,254	\$0	\$0	\$0

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT	\$113,888	\$0	\$0	\$0
TOTAL	\$113,888	\$0	\$0	\$0

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

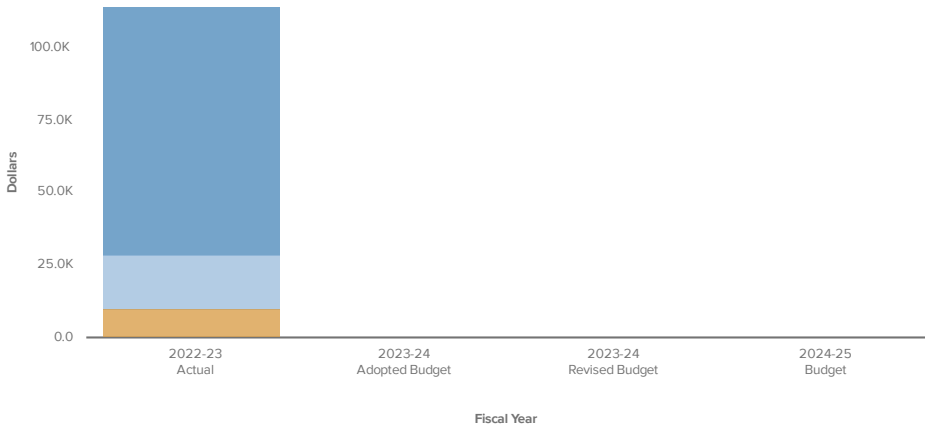
Broken down by Expenses ESG - ODOC



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

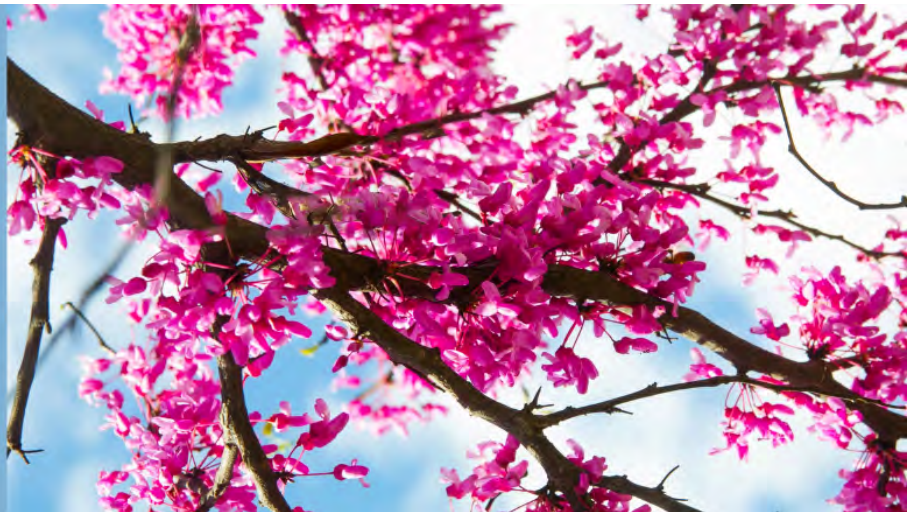
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Personnel Services	\$18,654	\$0	\$0	\$0
Materials & Supplies	\$10,088	\$0	\$0	\$0
Other Services & Charges	\$85,147	\$0	\$0	\$0
TOTAL	\$113,888	\$0	\$0	\$0

Capital Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The funds major funding source is sales tax.

Capital Improvement Fund Budgets

Finance
Information Technology
City Clerk
Planning and Code Enforcement
Police Patrol
Animal Welfare
Fire Administration
Fire Suppression
Utility Administration
Traffic Control
Parks
Pool
Cemetery
Municipal Auditorium
Expo Operations
Equipment Services
Building Maintenance
Debt Service
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$3,745,602	\$2,847,889	\$2,954,489	\$3,196,326
Expenses	\$2,797,433	\$3,929,866	\$4,431,126	\$6,530,690
REVENUES LESS EXPENSES	\$948,169	-\$1,081,977	-\$1,476,637	-\$3,334,364

Updated On 7 May, 2024

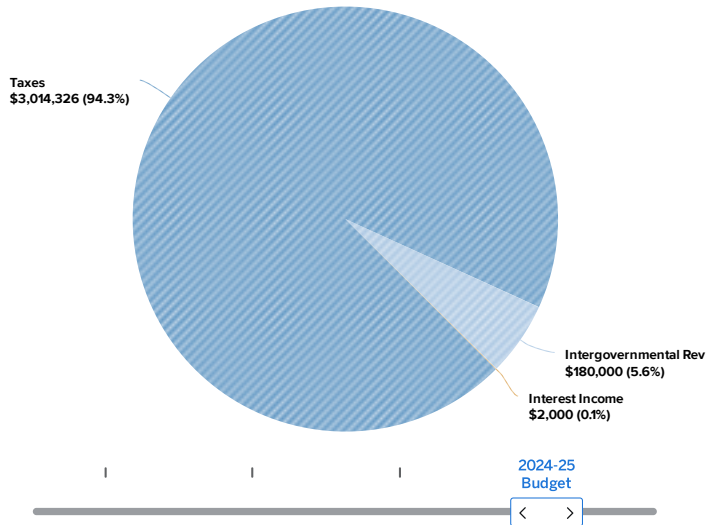
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Broken down by

Revenues [CAPITAL IMPROVEMENT FUND](#)Sort **Large to Small** ▾

- Taxes
- Intergovernmental Rev
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$2,951,202	\$2,845,889	\$2,952,489	\$3,014,326
Intergovernmental Rev	\$766,833	\$0	\$0	\$180,000
Interest Income	\$27,566	\$2,000	\$2,000	\$2,000
TOTAL	\$3,745,602	\$2,847,889	\$2,954,489	\$3,196,326

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
FINANCE				
FINANCE	\$0	\$2,000	\$2,000	\$2,000
FINANCE TOTAL	\$0	\$2,000	\$2,000	\$2,000
INTERNAL SERVICES				
INFORMATION TECHNOLOGY	\$205,101	\$221,700	\$221,700	\$352,350
BUILDING MAINTENANCE	\$0	\$23,000	\$23,000	\$433,000
INTERNAL SERVICES TOTAL	\$205,101	\$244,700	\$244,700	\$785,350
CITY CLERK				
CITY CLERK	\$26,985	\$0	\$0	\$0
CITY CLERK TOTAL	\$26,985	\$0	\$0	\$0
HUMAN RESOURCES	\$3,045	\$0	\$0	\$0
TRANSFERS OUT				
TRANSFERS OUT	\$500,000	\$500,000	\$500,000	\$500,000
TRANSFERS OUT TOTAL	\$500,000	\$500,000	\$500,000	\$500,000
DEBT SERVICE				
DEBT SERVICE	\$549,499	\$279,443	\$279,443	\$0
DEBT SERVICE TOTAL	\$549,499	\$279,443	\$279,443	\$0
POLICE DEPARTMENT				
POLICE PATROL	\$257,427	\$404,671	\$440,869	\$621,390
ANIMAL WELFARE	\$0	\$307,800	\$307,800	\$900,000
POLICE DEPARTMENT TOTAL	\$257,427	\$712,471	\$748,669	\$1,521,390
FIRE DEPARTMENT				
FIRE ADMINISTRATION	\$56,366	\$0	\$3,585	\$8,800
FIRE SUPPRESSION	\$206,455	\$708,862	\$774,270	\$1,466,546
FIRE TRAINING	\$11,204	\$13,500	\$13,500	\$23,500
FIRE DEPARTMENT TOTAL	\$274,026	\$722,362	\$791,355	\$1,498,846

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
EMERGENCY MANAGEMENT				
EMERGENCY MANAGEMENT	\$46,756	\$36,390	\$36,390	\$48,754
EMERGENCY MANAGEMENT TOTAL	\$46,756	\$36,390	\$36,390	\$48,754
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$0	\$25,000	\$25,000	\$550,000
COMMUNITY DEVELOPMENT TOTAL	\$0	\$25,000	\$25,000	\$550,000
ENGINEERING				
ENGINEERING	\$115,116	\$89,000	\$95,338	\$239,000
CODE ENFORCEMENT, INSPECTIONS, AND PERMITS	\$6,164	\$70,000	\$63,662	\$50,000
ENGINEERING TOTAL	\$121,281	\$159,000	\$159,000	\$289,000
CULTURE AND RECREATION				
PARKS	\$562,264	\$630,500	\$919,969	\$656,250
POOL	\$2,393	\$3,000	\$3,000	\$17,500
CULTURE AND RECREATION TOTAL	\$564,657	\$633,500	\$922,969	\$673,750
PUBLIC WORKS				
STREETS	\$67,863	\$535,000	\$535,000	\$430,000
TRAFFIC CONTROL	\$54,441	\$0	\$0	\$70,000
CEMETERY	\$83,307	\$80,000	\$80,000	\$55,000
PUBLIC WORKS TOTAL	\$205,611	\$615,000	\$615,000	\$555,000
PUBLIC WORKS-SMA				
UTILITY ADMINISTRATION	\$43,045	\$0	\$106,600	\$106,600
PUBLIC WORKS-SMA TOTAL	\$43,045	\$0	\$106,600	\$106,600
TOTAL	\$2,797,433	\$3,929,866	\$4,431,126	\$6,530,690

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

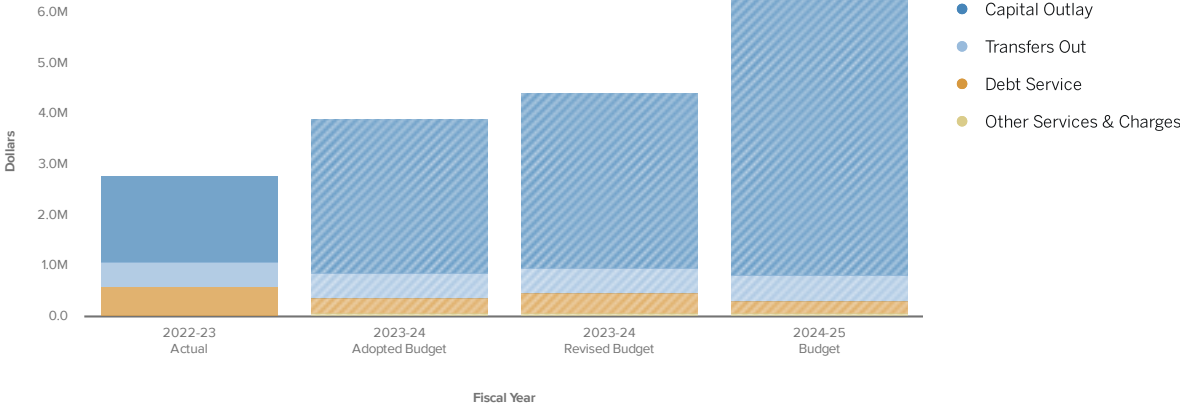
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Broken down by Expenses CAPITAL IMPROVEMENT FUND



Sort Large to Small

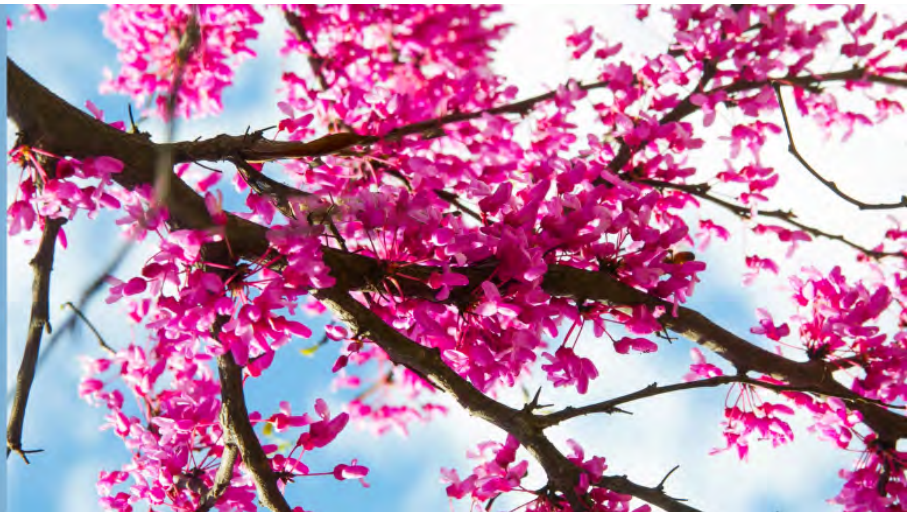
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$0	\$82,000	\$88,338	\$82,000
Capital Outlay	\$1,704,889	\$3,068,423	\$3,456,745	\$5,716,090
Debt Service	\$592,544	\$279,443	\$386,043	\$232,600
Transfers Out	\$500,000	\$500,000	\$500,000	\$500,000
TOTAL	\$2,797,433	\$3,929,866	\$4,431,126	\$6,530,690

Street Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development or debt service. The funds major funding source is sales tax.

Street Improvement Fund Budgets

Engineering
Streets
Traffic Control
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$3,332,003	\$3,213,101	\$3,353,780	\$3,403,271
Intergovernmental Rev	\$1,043,631	\$111,500	\$111,500	\$0
Interest Income	\$5,652	\$2,500	\$2,500	\$2,500
Other Revenue	\$23,485	\$0	\$0	\$0
REVENUES TOTAL	\$4,404,771	\$3,327,101	\$3,467,780	\$3,405,771
Expenses				
Capital Outlay	\$2,218,556	\$2,695,000	\$3,589,238	\$7,673,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
Transfers Out	\$3,600,000	\$600,000	\$600,000	\$600,000
EXPENSES TOTAL	\$5,958,113	\$3,442,000	\$4,348,605	\$8,420,000
REVENUES LESS EXPENSES	-\$1,553,342	-\$114,899	-\$880,825	-\$5,014,229

Updated On 7 May, 2024

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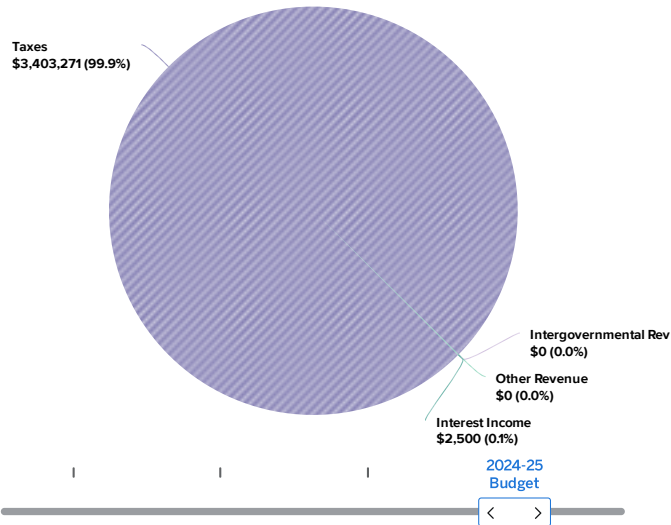
Broken down by

Revenues [STREET IMPROVEMENT FUND](#)

Visualization

Sort **Large to Small** ▾

- Taxes
- Intergovernmental Rev
- Other Revenue
- Interest Income

**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$3,332,003	\$3,213,101	\$3,353,780	\$3,403,271
Intergovernmental Rev	\$1,043,631	\$111,500	\$111,500	\$0
Interest Income	\$5,652	\$2,500	\$2,500	\$2,500
Other Revenue	\$23,485	\$0	\$0	\$0
TOTAL	\$4,404,771	\$3,327,101	\$3,467,780	\$3,405,771

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS				
STREETS	\$1,254,268	\$2,507,000	\$2,850,664	\$6,915,000
TRAFFIC CONTROL	\$145,023	\$335,000	\$479,728	\$420,000
PUBLIC WORKS TOTAL	\$1,399,291	\$2,842,000	\$3,330,392	\$7,335,000
TRANSFERS OUT				
TRANSFERS OUT	\$3,600,000	\$600,000	\$600,000	\$600,000
TRANSFERS OUT TOTAL	\$3,600,000	\$600,000	\$600,000	\$600,000
ENGINEERING				
ENGINEERING	\$958,823	\$0	\$418,213	\$485,000
ENGINEERING TOTAL	\$958,823	\$0	\$418,213	\$485,000
TOTAL	\$5,958,113	\$3,442,000	\$4,348,605	\$8,420,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

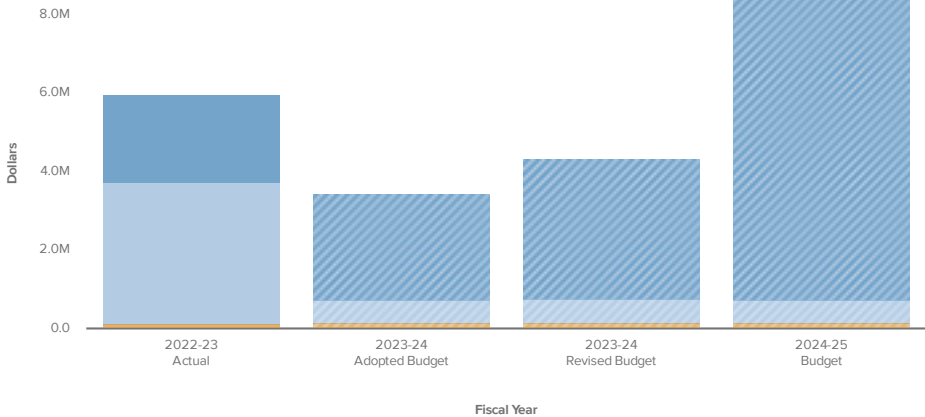
Broken down by Expenses STREET IMPROVEMENT FUND



Sort Large to Small

- Capital Outlay
- Transfers Out
- Debt Service

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$2,218,556	\$2,695,000	\$3,589,238	\$7,673,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
Transfers Out	\$3,600,000	\$600,000	\$600,000	\$600,000
TOTAL	\$5,958,113	\$3,442,000	\$4,348,605	\$8,420,000

2018 Capital Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The 2018 Capital Improvement Fund accounts for the addition half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.

2018 Capital Improvement Fund Budgets

Parks
Police Patrol
Fire Suppression
Streets
Expo Operations
Building Maintenance
Debt Service

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$3,808,003	\$3,672,115	\$3,672,115	\$3,889,453
Interest Income	\$530,154	\$1,500	\$1,500	\$1,500
Other Revenue	\$179	\$0	\$0	\$0
REVENUES TOTAL	\$4,338,336	\$3,673,615	\$3,673,615	\$3,890,953
Expenses				
	\$11,873,750	\$10,419,349	\$13,760,035	\$7,465,468
REVENUES LESS EXPENSES	-\$7,535,415	-\$6,745,734	-\$10,086,420	-\$3,574,515

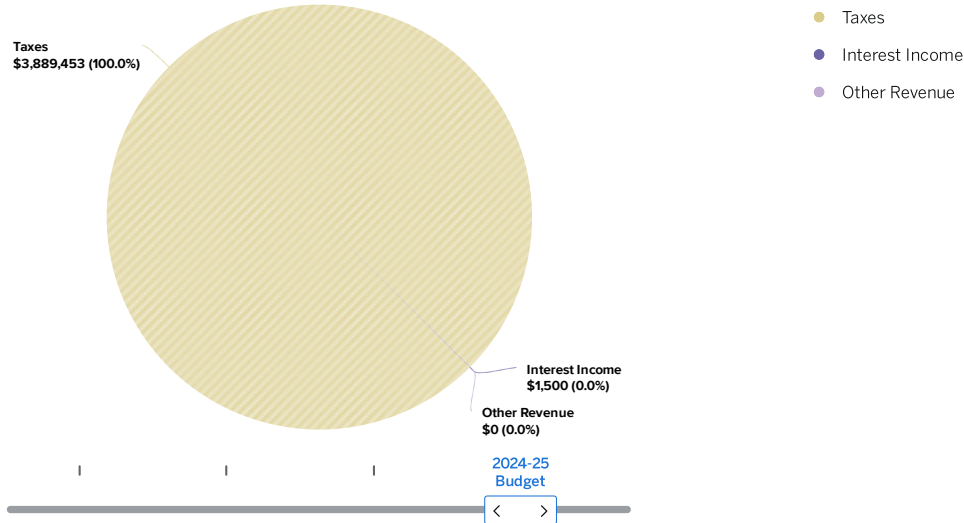
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Broken down by

Revenues [▼ 2018 CAPITAL IMPROVEMENT ...](#)

Visualization

Sort **Large to Small** ▾**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$3,808,003	\$3,672,115	\$3,672,115	\$3,889,453
Interest Income	\$530,154	\$1,500	\$1,500	\$1,500
Other Revenue	\$179	\$0	\$0	\$0
TOTAL	\$4,338,336	\$3,673,615	\$3,673,615	\$3,890,953

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
DEBT SERVICE				
DEBT SERVICE	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
DEBT SERVICE TOTAL	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
POLICE DEPARTMENT				
POLICE PATROL	\$2,180	\$0	\$0	\$0
POLICE DEPARTMENT TOTAL	\$2,180	\$0	\$0	\$0
FIRE DEPARTMENT				
FIRE SUPPRESSION	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
FIRE DEPARTMENT TOTAL	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
COMMUNITY DEVELOPMENT	\$14,226	\$338,280	\$1,414,054	\$1,075,774
ENGINEERING				
ENGINEERING	\$1,102,878	\$0	\$638,240	\$0
ENGINEERING TOTAL	\$1,102,878	\$0	\$638,240	\$0
CULTURE AND RECREATION				
PARKS	\$6,260,637	\$0	\$1,620,072	\$0
LIBRARY	\$0	\$147,500	\$147,500	\$150,000
MUNICIPAL AUDITORIUM	\$47,112	\$1,135,000	\$1,135,000	\$0
COMMUNITY CENTER	\$134,377	\$0	\$0	\$0
SENIOR CITIZEN CENTER	\$4,190	\$0	\$0	\$0

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
EXPO CENTER	\$272,608	\$100,000	\$125,600	\$100,000
CULTURE AND RECREATION TOTAL	\$6,718,924	\$1,382,500	\$3,028,172	\$250,000
PUBLIC WORKS				
STREETS	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
PUBLIC WORKS TOTAL	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
TOTAL	\$11,873,750	\$10,419,349	\$13,760,035	\$7,465,468

Expenditure Breakdown by Account Type

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Back History Reset

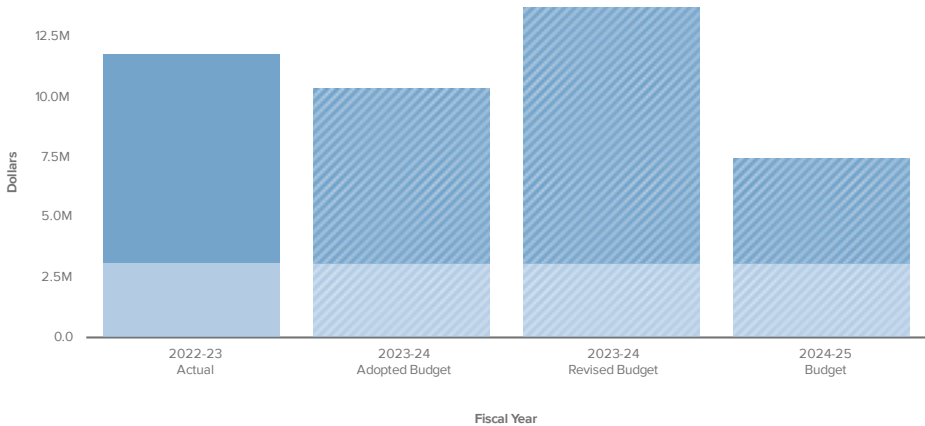
Broken down by Expenses 2018 CAPITAL IMPROVEMENT ...

Bar Chart Line Chart Pie Chart

Sort Large to Small

- Capital Outlay
- Debt Service
- Other Services & Charges

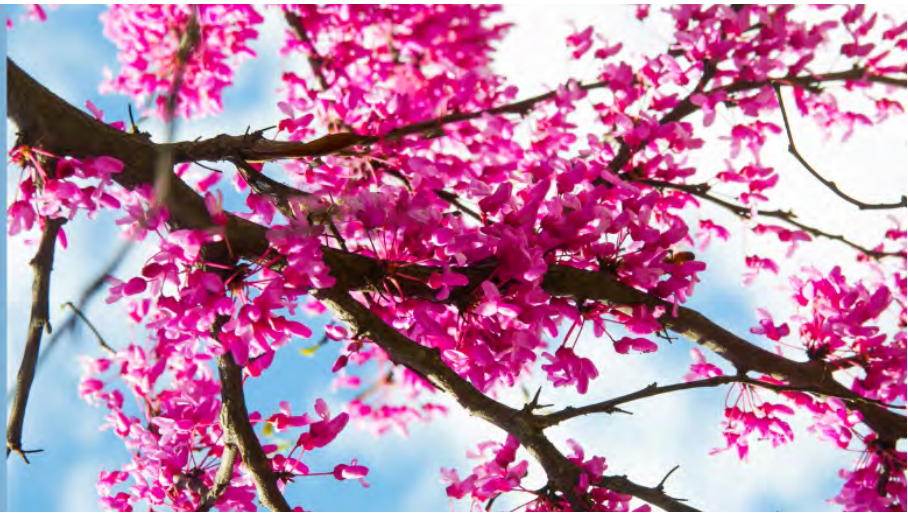
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$48,245	\$0	\$0	\$0
Capital Outlay	\$8,706,047	\$7,300,780	\$10,641,466	\$4,342,774
Debt Service	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
TOTAL	\$11,873,750	\$10,419,349	\$13,760,035	\$7,465,468

AMERICAN RESCUE PLAN FUND

FY 2024-2025 Budget Overview



Fund Description

The American Rescue Plan Fund consists of federal funds received under the federal American Rescue Plan passed in 2021.

American Rescue Plan Fund Budgets

Water Distribution
Sewer Collection

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$252,125	\$11,000,000	\$11,000,000	\$11,013,476
Expenses				
Capital Outlay	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227
EXPENSES TOTAL	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227
REVENUES LESS EXPENSES	-\$959,279	-\$2,185,000	-\$2,829,830	-\$820,751

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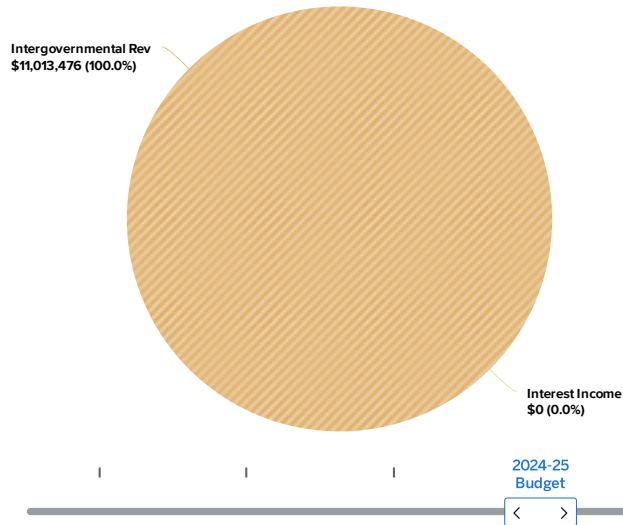
Broken down by

Revenues [▼ AMERICAN RESCUE PLAN FUN...](#)

Visualization

Sort **Large to Small** ▾

- Intergovernmental Rev
- Interest Income

**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$0	\$11,000,000	\$11,000,000	\$11,013,476
Interest Income	\$252,125	\$0	\$0	\$0
TOTAL	\$252,125	\$11,000,000	\$11,000,000	\$11,013,476

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
ENGINEERING	\$0	\$0	\$600,000	\$0
PUBLIC WORKS-SMA				
WATER DISTRIBUTION	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413
SEWER COLLECTION	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814
PUBLIC WORKS-SMA TOTAL	\$1,211,405	\$13,185,000	\$13,229,830	\$11,834,227
TOTAL	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227

Expenditure Breakdown by Account Type

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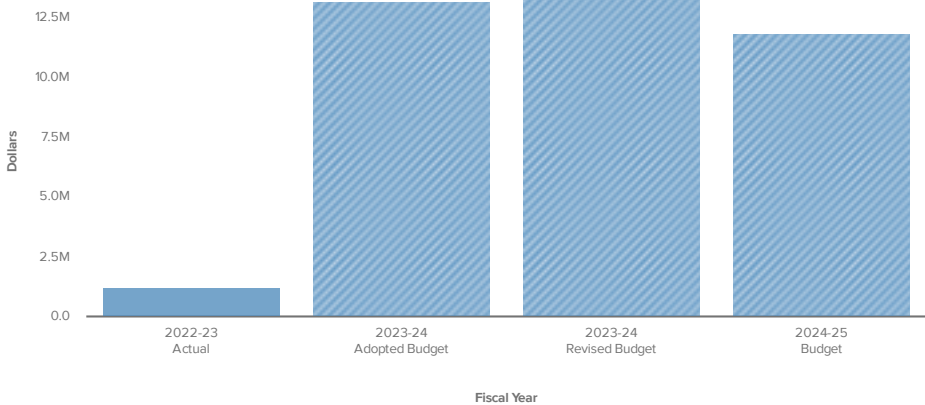
Broken down by Expenses AMERICAN RESCUE PLAN FUN...



Sort Large to Small

Capital Outlay

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227
TOTAL	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227

2023 Capital Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The 2023 Capital Improvement Fund accounts for the additional half-cent sales tax that was passed in January 2023 to be used for infrastructure projects. It specifically serves as collateral for the loans received from the Oklahoma Water Resources Board which funded the Wastewater Treatment Plant update.

2023 Capital Improvement Fund Budgets

Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$283,596	\$4,835,573	\$4,835,573	\$3,953,510
Expenses	\$0	\$3,672,115	\$3,672,115	\$3,889,453
REVENUES LESS EXPENSES	\$283,596	\$1,163,458	\$1,163,458	\$64,057

REVENUE BREAKDOWN

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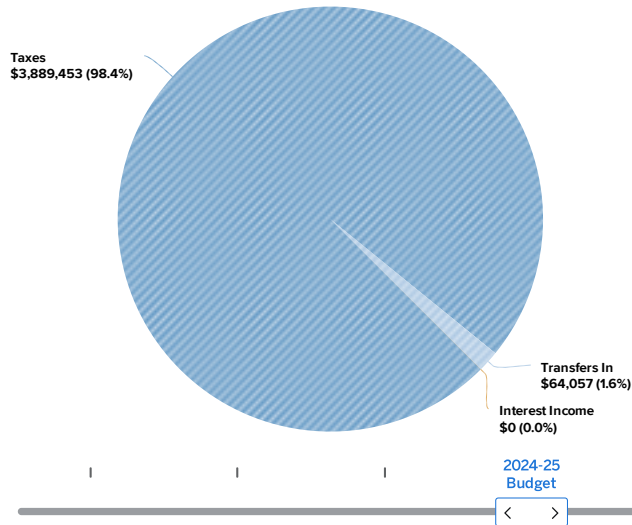
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Revenues [▼ 2023 CAPITAL IMPROVEMENT ...](#)

Visualization

Sort **Large to Small** ▾

- Taxes
- Transfers In
- Interest Income

**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$283,316	\$3,672,115	\$3,672,115	\$3,889,453
Transfers In	\$0	\$1,163,458	\$1,163,458	\$64,057
Interest Income	\$280	\$0	\$0	\$0
TOTAL	\$283,596	\$4,835,573	\$4,835,573	\$3,953,510

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT	\$0	\$3,672,115	\$3,672,115	\$3,889,453
TOTAL	\$0	\$3,672,115	\$3,672,115	\$3,889,453

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

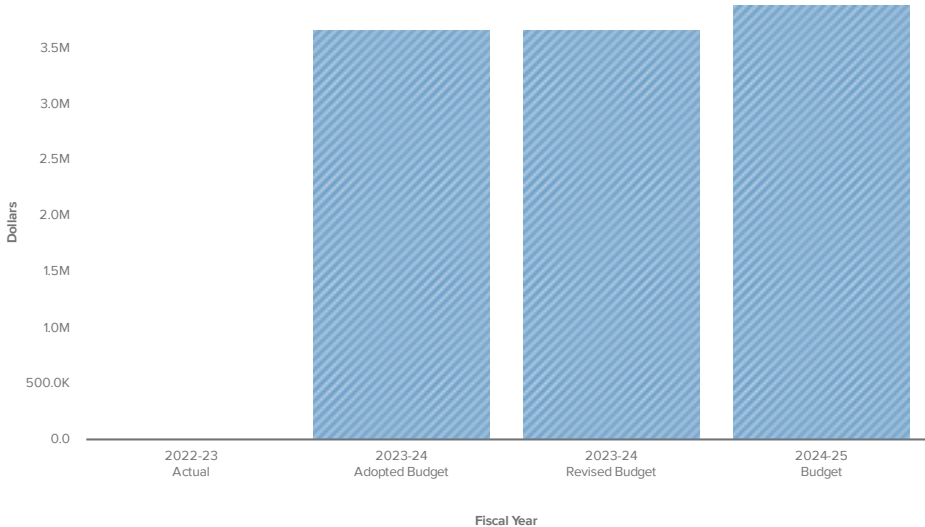
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Bar Chart Line Chart Pie Chart

Sort Large to Small

Transfers Out

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers Out	\$0	\$3,672,115	\$3,672,115	\$3,889,453
TOTAL	\$0	\$3,672,115	\$3,672,115	\$3,889,453

Aquatic Fund

FY 2024-2025 Budget Overview



Fund Description

The Aquatic Fund is the main operating fund for the city pool and is funded through pool fees and a General Fund subsidy.

Aquatic Fund Budgets

Pool

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Charges for Services	\$159,298	\$128,000	\$128,000	\$146,000
Rental Revenues	\$11,836	\$13,000	\$13,000	\$13,000
Other Revenue	\$60,805	\$45,000	\$45,000	\$55,000
Transfers In	\$337,270	\$208,448	\$208,448	\$274,948
REVENUES TOTAL	\$569,209	\$394,448	\$394,448	\$488,948
Expenses				
REVENUES LESS EXPENSES	\$75,484	\$8,500	\$6,096	\$1,451

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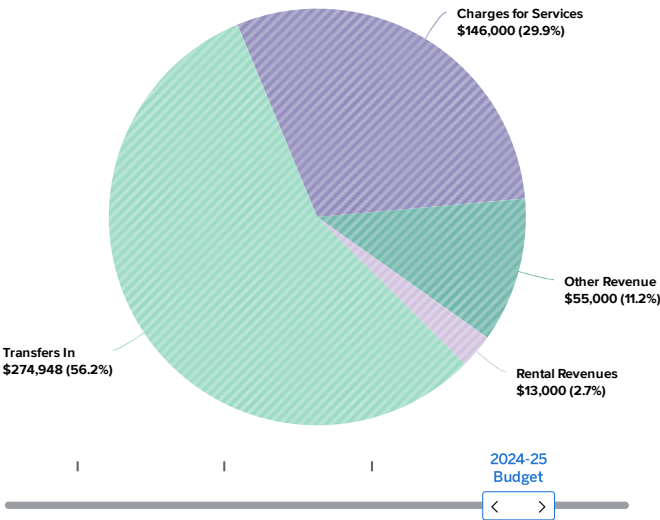
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Broken down by

Revenues AQUATIC CENTER

Visualization



Sort Large to Small

- Transfers In
- Charges for Services
- Other Revenue
- Rental Revenues

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Charges for Services	\$159,298	\$128,000	\$128,000	\$146,000
Rental Revenues	\$11,836	\$13,000	\$13,000	\$13,000
Other Revenue	\$60,805	\$45,000	\$45,000	\$55,000
Transfers In	\$337,270	\$208,448	\$208,448	\$274,948
TOTAL	\$569,209	\$394,448	\$394,448	\$488,948

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CULTURE AND RECREATION				
POOL	\$493,725	\$385,948	\$388,352	\$487,497
CULTURE AND RECREATION TOTAL	\$493,725	\$385,948	\$388,352	\$487,497
TOTAL	\$493,725	\$385,948	\$388,352	\$487,497

Expenditure Breakdown by Account Type

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Back History Reset

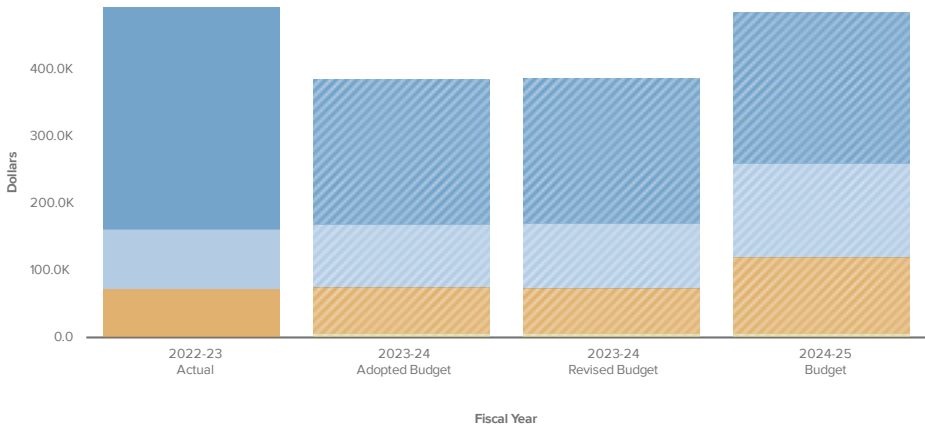
Broken down by Expenses AQUATIC CENTER



Sort Large to Small

- Personnel Services
- Materials & Supplies
- Other Services & Charges
- Contingency

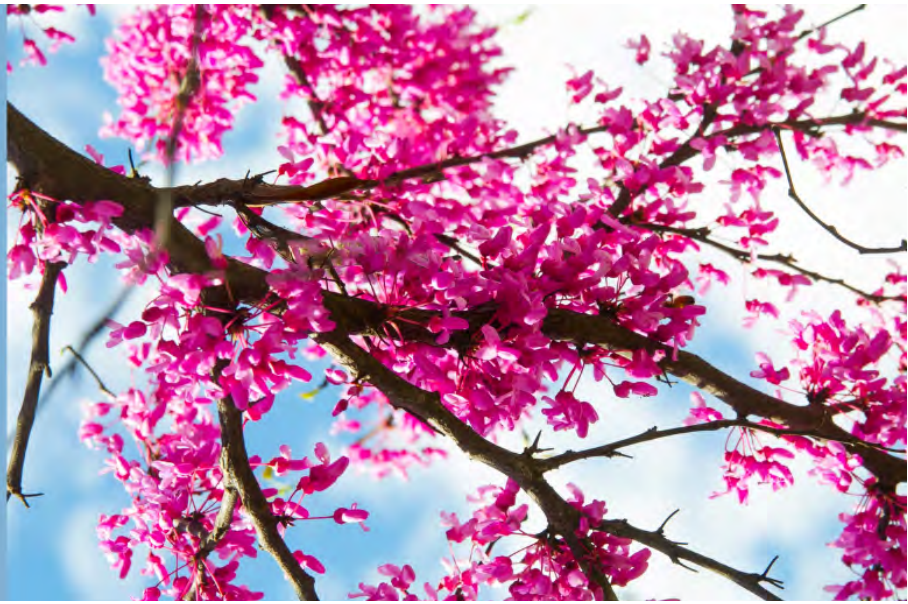
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$8,500	\$8,500	\$8,500
Personnel Services	\$330,976	\$215,631	\$215,631	\$226,930
Materials & Supplies	\$88,497	\$94,600	\$98,411	\$138,850
Other Services & Charges	\$74,252	\$67,216	\$65,809	\$113,217
TOTAL	\$493,725	\$385,948	\$388,352	\$487,497

Workers' Compensation Self-Insurance Fund

FY 2024-2025 Budget Overview



Fund Description

The Workers' Compensation Self-Insurance Fund accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis.

Workers' Compensation Self-Insurance Fund Budgets

Workers' Compensation

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Other Revenue	\$1,767	\$0	\$0	\$0
Transfers In	\$452,810	\$724,484	\$724,484	\$828,582
REVENUES TOTAL	\$454,577	\$724,484	\$724,484	\$828,582
Expenses				
Other Services & Charges	\$446,258	\$724,484	\$724,484	\$828,582
EXPENSES TOTAL	\$446,258	\$724,484	\$724,484	\$828,582
REVENUES LESS EXPENSES	\$8,319	\$0	\$0	\$0

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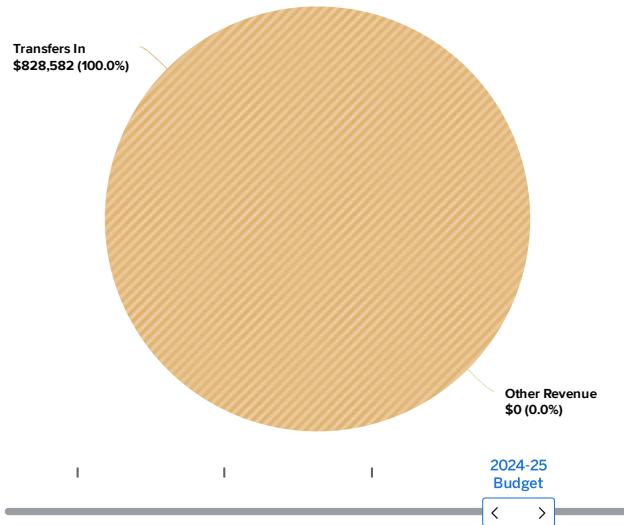
Broken down by

Revenues WORK COMP SELF-INSUR FUND


Sort Large to Small ▾

- Transfers In
- Other Revenue

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$1,767	\$0	\$0	\$0
Transfers In	\$452,810	\$724,484	\$724,484	\$828,582
TOTAL	\$454,577	\$724,484	\$724,484	\$828,582

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
INTERNAL SERVICES				
WORKERS' COMP SELF-INSUR FD	\$446,258	\$724,484	\$724,484	\$828,582
INTERNAL SERVICES TOTAL	\$446,258	\$724,484	\$724,484	\$828,582
TOTAL	\$446,258	\$724,484	\$724,484	\$828,582

Expenditure Breakdown by Account Type

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Back History Reset

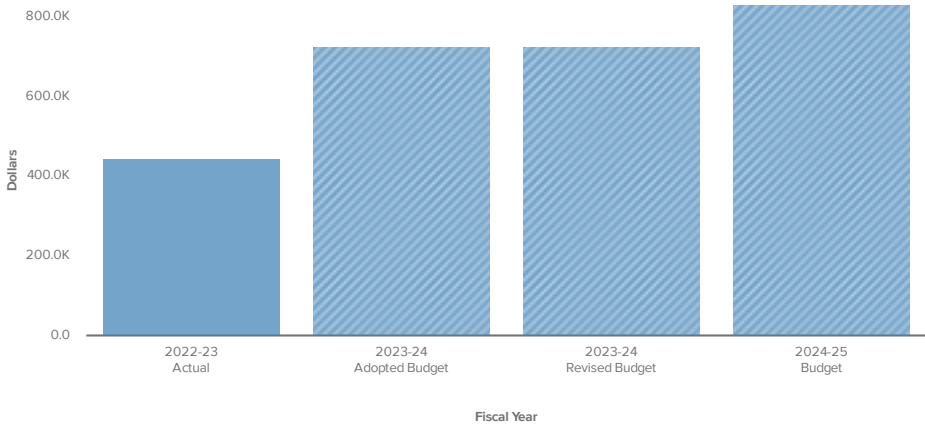
Broken down by
Expenses WORK COMP SELF-INSUR FUND



Sort Large to Small

Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$446,258	\$724,484	\$724,484	\$828,582
TOTAL	\$446,258	\$724,484	\$724,484	\$828,582

Insurance Recovery Fund

FY 2024-2025 Budget Overview



Fund Description

The Insurance Recovery Fund is responsible for tracking insurance proceeds from property damage claims, and the applicable expenses incurred to repair or replace the assets.

Insurance Recovery Fund Budgets

Various

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$52,159	\$0	\$2,202,925	\$50,000
Expenses	\$7,955	\$0	\$2,202,925	\$3,225,746
REVENUES LESS EXPENSES	\$44,204	\$0	\$0	-\$3,175,746

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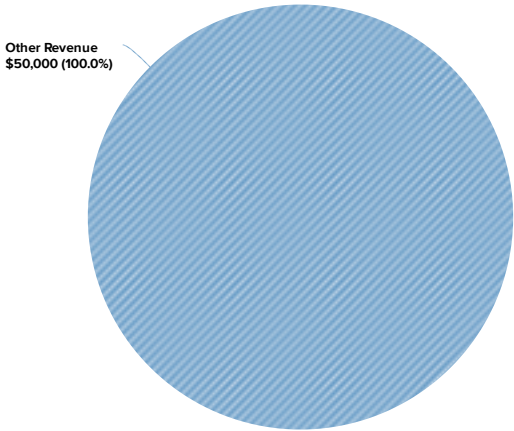
Revenues INSURANCE RECOVERY FUND



Sort Large to Small

Other Revenue

Visualization



2024-25 Budget

< >

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$52,159	\$0	\$2,202,925	\$50,000
TOTAL	\$52,159	\$0	\$2,202,925	\$50,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AIRPORT	\$0	\$0	\$1,005,550	\$2,082,894
CULTURE AND RECREATION	\$0	\$0	\$818,702	\$814,576
POLICE DEPARTMENT	\$925	\$0	\$170,335	\$169,411
PUBLIC WORKS-SMA	\$6,770	\$0	\$109,425	\$83,837
ADMINISTRATION	\$0	\$0	\$31,408	\$50,000
EMERGENCY MANAGEMENT	\$0	\$0	\$19,913	\$16,214
ENGINEERING	\$0	\$0	\$19,194	\$2,268
FIRE DEPARTMENT	\$260	\$0	\$14,916	\$2,085
COMMUNITY DEVELOPMENT	\$0	\$0	\$9,620	\$4,461
PUBLIC WORKS	\$0	\$0	\$3,862	\$0
TOTAL	\$7,955	\$0	\$2,202,925	\$3,225,746

Expenditure Breakdown by Account Type

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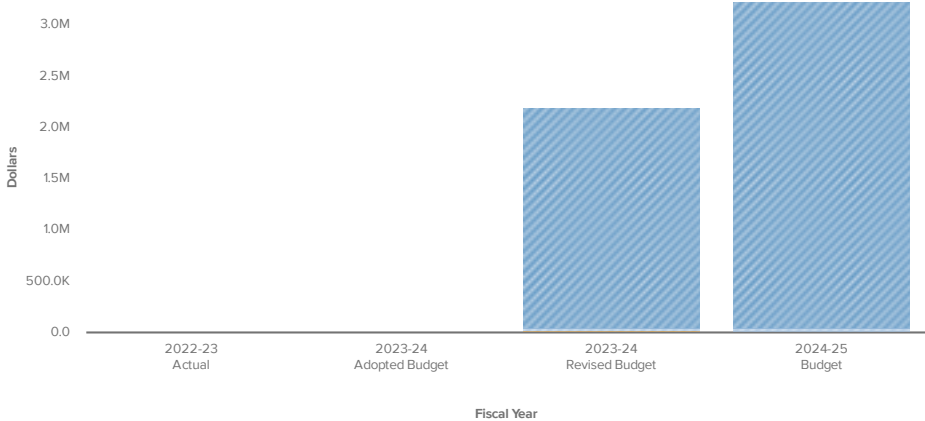
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Broken down by Expenses INSURANCE RECOVERY FUND

Bar Chart Line Chart Pie Chart

Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$7,955	\$0	\$2,152,925	\$3,173,478
Contingency	\$0	\$0	\$31,408	\$50,000
Other Services & Charges	\$0	\$0	\$18,592	\$2,268
TOTAL	\$7,955	\$0	\$2,202,925	\$3,225,746

Library Fund

FY 2024-2025 Budget Overview



Fund Description

The Library Fund accounts for the maintenance of the city library. The main funding source is a General Fund transfer.

General Fund Budgets

Library

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$85,000	\$85,000	\$85,000	\$93,376
Expenses	\$90,689	\$83,576	\$83,576	\$93,376
REVENUES LESS EXPENSES	-\$5,689	\$1,424	\$1,424	\$0

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers In	\$85,000	\$85,000	\$85,000	\$93,376
TOTAL	\$85,000	\$85,000	\$85,000	\$93,376

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CULTURE AND RECREATION				
LIBRARY	\$90,689	\$83,576	\$83,576	\$93,376
CULTURE AND RECREATION TOTAL	\$90,689	\$83,576	\$83,576	\$93,376
TOTAL	\$90,689	\$83,576	\$83,576	\$93,376

Expenditure Breakdown by Account Type

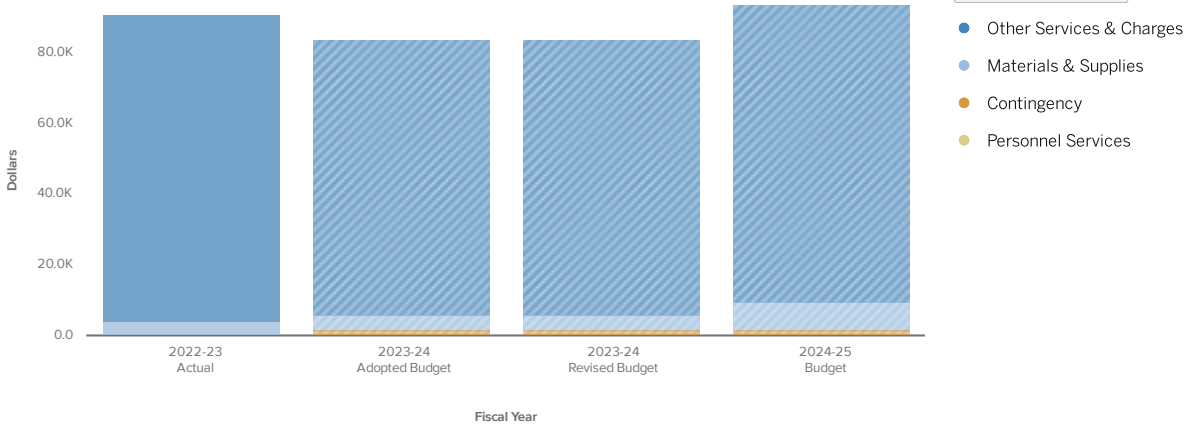
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Broken down by Expenses LIBRARY FUND

Bar Chart Line Chart Pie Chart

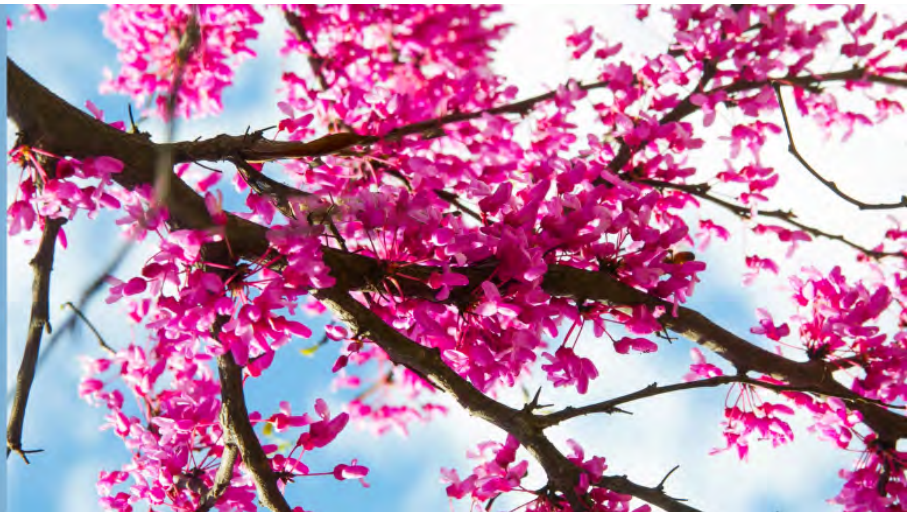
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	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$1,650	\$1,650	\$1,650
Personnel Services	\$345	\$0	\$0	\$0
Materials & Supplies	\$3,619	\$4,100	\$4,100	\$8,100
Other Services & Charges	\$86,725	\$77,826	\$77,826	\$83,626
TOTAL	\$90,689	\$83,576	\$83,576	\$93,376

Cemetery Perpetual Care Fund

FY 2024-2025 Budget Overview



Fund Description

The Cemetery Perpetual Fund accounts for the continuing care and maintenance as well as future capital investments of the City owned cemetery funded with fees restricted by external sources.

Cemetery Perpetual Fund Budgets

Cemetery

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$7,832	\$4,000	\$4,000	\$4,000
Expenses				
Other Services & Charges	\$97	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$3,862
EXPENSES TOTAL	\$97	\$0	\$0	\$3,862
REVENUES LESS EXPENSES	\$7,735	\$4,000	\$4,000	\$138

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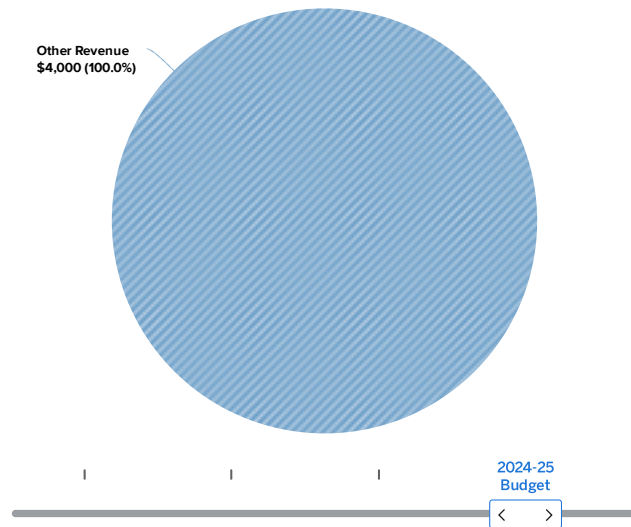
Revenues ▾ CEMETERY PERPETUAL FUND



Sort Large to Small ▾

● Other Revenue

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$7,832	\$4,000	\$4,000	\$4,000
TOTAL	\$7,832	\$4,000	\$4,000	\$4,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS				
CEMETERY	\$97	\$0	\$0	\$3,862
PUBLIC WORKS TOTAL	\$97	\$0	\$0	\$3,862
TOTAL	\$97	\$0	\$0	\$3,862

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

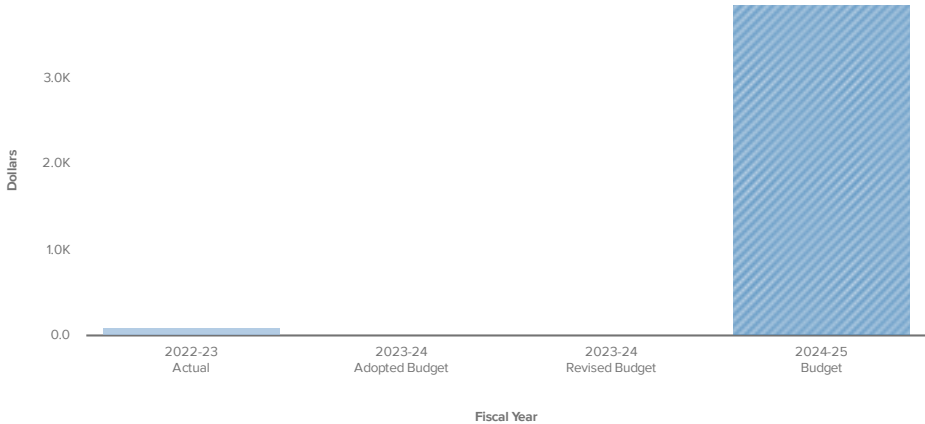
Broken down by
Expenses CEMETERY PERPETUAL FUND



Sort Large to Small

- Capital Outlay
- Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$97	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$3,862
TOTAL	\$97	\$0	\$0	\$3,862

Sister Cities Fund

FY 2024-2025 Budget Overview



Fund Description

The Sister Cities Fund accounts for the activities carried out under the Sister Cities program with Nikaho, Japan. The main funding source is a transfer from the Economic Development Fund.

Sister Cities Fund Budgets

Sister Cities

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Transfers In	\$42,500	\$0	\$0	\$0
REVENUES TOTAL	\$42,500	\$0	\$0	\$0
Expenses	\$0	\$42,500	\$42,500	\$42,500
REVENUES LESS EXPENSES	\$42,500	-\$42,500	-\$42,500	-\$42,500

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers In	\$42,500	\$0	\$0	\$0
TOTAL	\$42,500	\$0	\$0	\$0

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
ECONOMIC DEVELOPMENT				
SISTER CITIES	\$0	\$42,500	\$42,500	\$42,500
ECONOMIC DEVELOPMENT TOTAL	\$0	\$42,500	\$42,500	\$42,500
TOTAL	\$0	\$42,500	\$42,500	\$42,500

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

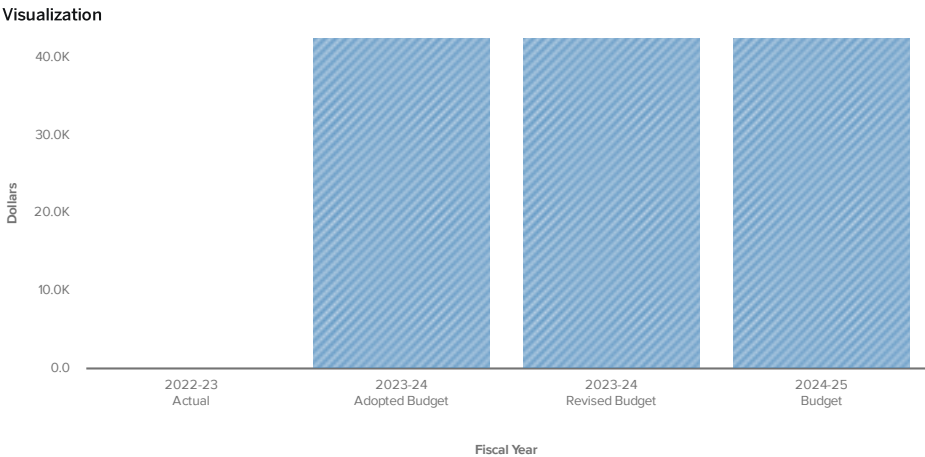
Back History Reset

Broken down by Expenses SISTER CITIES FUND



Sort Large to Small

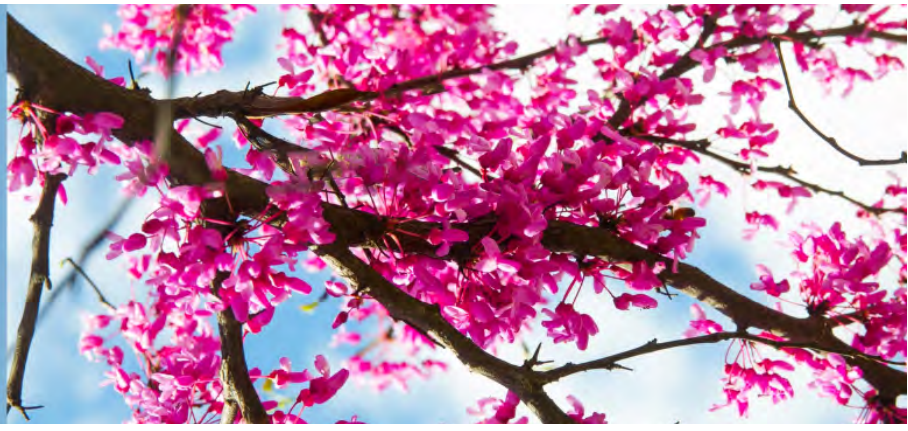
Other Services & Charges



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$0	\$42,500	\$42,500	\$42,500
TOTAL	\$0	\$42,500	\$42,500	\$42,500

Shawnee Airport Authority

FY 2024-2025 Budget Overview



Fund Description

The Shawnee Airport Authority fund provides for the operation of the City of Shawnee Municipal Airport. The main revenue sources include rental revenues and federal grants for capital projects.

Fund Budgets

Airport

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Intergovernmental Rev	\$108,379	\$925,001	\$925,001	\$180,000
Rental Revenues	\$322,545	\$523,961	\$523,961	\$239,700
Other Revenue	\$311,718	\$346,250	\$346,250	\$226,250
Transfers In	\$225,000	\$230,230	\$230,230	\$230,230
REVENUES TOTAL	\$967,642	\$2,025,442	\$2,025,442	\$876,180
Expenses				
Contingency	\$0	\$42,000	\$36,000	\$15,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Capital Outlay	\$51,741	\$1,143,485	\$1,151,263	\$360,000
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
EXPENSES TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224
REVENUES LESS EXPENSES	\$121,659	-\$69,669	-\$81,747	-\$196,044

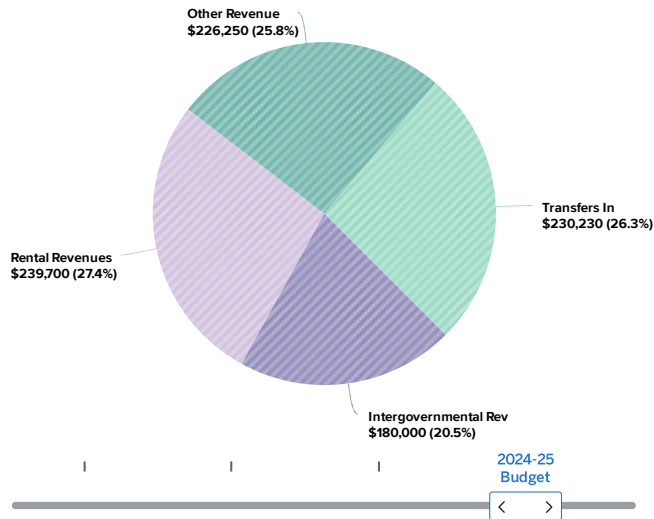
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Broken down by

Revenues ▾ SHAWNEE AIRPORT AUTHORITY

Visualization



Sort Large to Small ▾

- Intergovernmental Rev
- Rental Revenues
- Other Revenue
- Transfers In

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$108,379	\$925,001	\$925,001	\$180,000
Rental Revenues	\$322,545	\$523,961	\$523,961	\$239,700
Other Revenue	\$311,718	\$346,250	\$346,250	\$226,250
Transfers In	\$225,000	\$230,230	\$230,230	\$230,230
TOTAL	\$967,642	\$2,025,442	\$2,025,442	\$876,180

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AIRPORT				
AIRPORT	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224
AIRPORT TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224
TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224

Expenditure Breakdown by Account Type

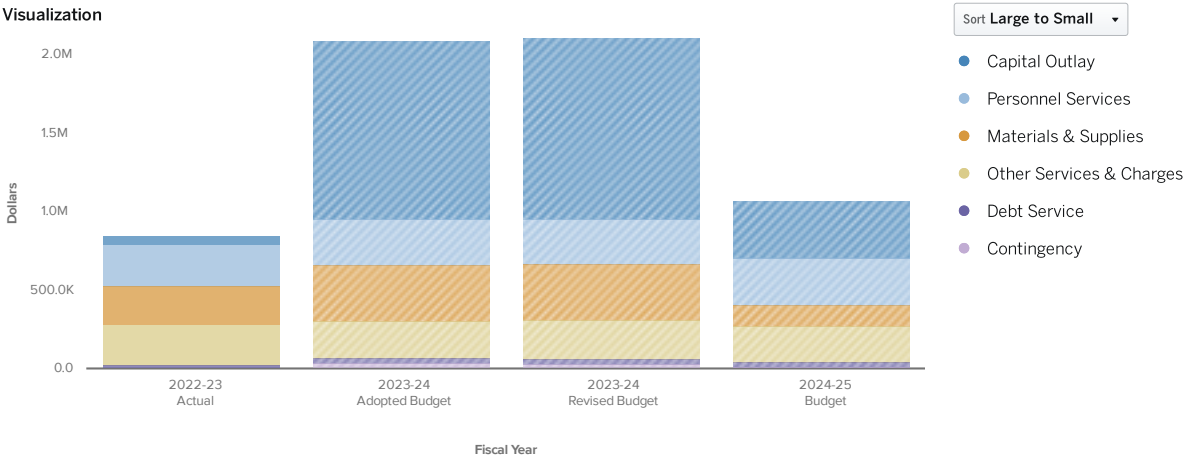
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Broken down by Expenses SHAWNEE AIRPORT AUTHORITY

Bar Chart Line Chart Pie Chart

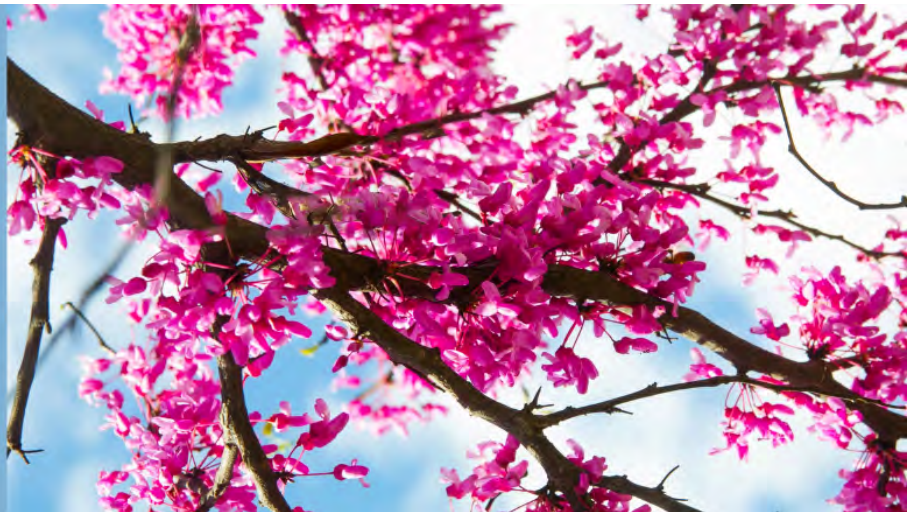
Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$42,000	\$36,000	\$15,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Capital Outlay	\$51,741	\$1,143,485	\$1,151,263	\$360,000
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224

Shawnee Municipal Authority

FY 2024-2025 Budget Overview



Fund Description

The Shawnee Municipal Authority accounts for the City's water, sewer, and sanitation operations. The major funding source is user charges.

Shawnee Municipal Authority Budgets

Utility Billing
Utility Administration
Lake Operations
Water Production
Water Distribution
North Sewer Treatment Plant
South Sewer Treatment Plant
Sewer Collection
Debt Service
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$56,434,331	\$20,489,455	\$20,489,455	\$21,308,148
Expenses				
Contingency	\$0	\$415,000	\$415,000	\$435,000
Personnel Services	\$3,246,963	\$3,390,826	\$3,389,727	\$3,474,570
Materials & Supplies	\$1,027,972	\$1,075,950	\$1,071,950	\$1,173,670
Other Services & Charges	\$4,676,574	\$5,319,588	\$5,334,626	\$5,260,143
Capital Outlay	\$40,172,890	\$40,000	\$76,411	\$97,913
Debt Service	\$4,259,777	\$3,128,747	\$3,128,747	\$4,130,136
Transfers Out	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
EXPENSES TOTAL	\$60,244,176	\$21,243,569	\$21,289,919	\$21,544,489
REVENUES LESS EXPENSES	-\$3,809,845	-\$754,114	-\$800,464	-\$236,341

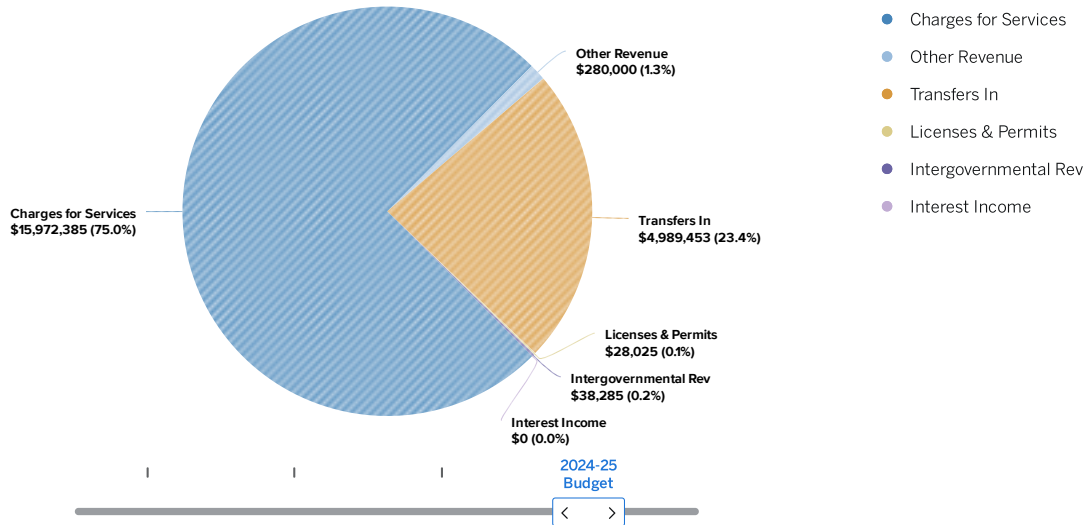
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Broken down by

Revenues ▾ SHAWNEE MUNICIPAL AUTHO...

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$7,150	\$0	\$0	\$38,285
Licenses & Permits	\$35,935	\$28,025	\$28,025	\$28,025
Charges for Services	\$15,827,212	\$15,409,315	\$15,409,315	\$15,972,385
Interest Income	\$28,230	\$0	\$0	\$0
Other Revenue	\$39,435,803	\$280,000	\$280,000	\$280,000
Transfers In	\$1,100,000	\$4,772,115	\$4,772,115	\$4,989,453
TOTAL	\$56,434,331	\$20,489,455	\$20,489,455	\$21,308,148

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CITY CLERK				
UTILITY BILLING	\$746,157	\$827,788	\$827,788	\$918,674
CITY CLERK TOTAL	\$746,157	\$827,788	\$827,788	\$918,674
DEBT SERVICE				
DEBT SERVICE	\$4,024,899	\$2,858,747	\$2,858,747	\$3,860,136
DEBT SERVICE TOTAL	\$4,024,899	\$2,858,747	\$2,858,747	\$3,860,136
PUBLIC WORKS-SMA				
LAKE OPERATIONS	\$169,944	\$68,200	\$82,350	\$69,200
NORTH SEWER TREATMENT PLANT	\$526,854	\$604,821	\$604,821	\$626,760
SEWER COLLECTION	\$838,715	\$877,418	\$867,418	\$910,828
SOUTH SEWER TREATMENT PLANT	\$609,068	\$660,493	\$660,493	\$706,312
UTILITY ADMINISTRATION	\$43,232,733	\$4,354,029	\$4,364,468	\$4,441,224
WATER DISTRIBUTION	\$1,663,332	\$1,184,476	\$1,216,237	\$1,294,072
WATER PRODUCTION	\$1,572,473	\$1,934,140	\$1,934,140	\$1,744,226
PUBLIC WORKS-SMA TOTAL	\$48,613,120	\$9,683,576	\$9,729,926	\$9,792,622
TRANSFERS OUT				
TRANSFERS OUT	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TRANSFERS OUT TOTAL	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TOTAL	\$60,244,176	\$21,243,569	\$21,289,919	\$21,544,489

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

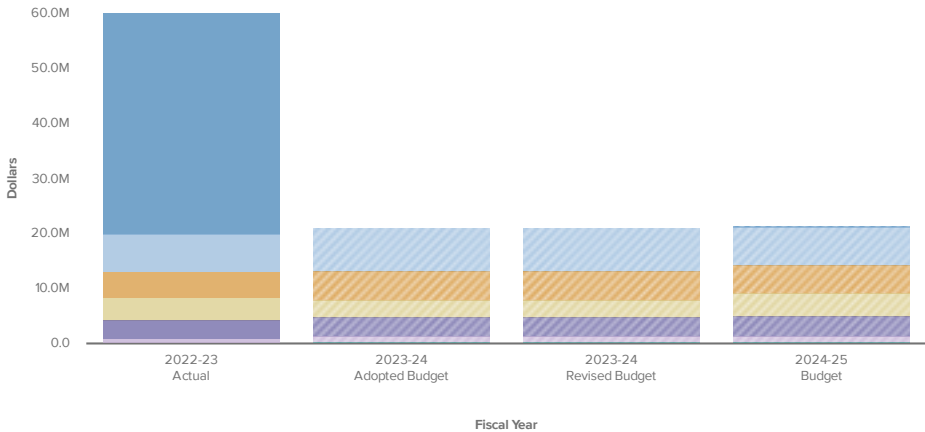
Back History Reset

Broken down by Expenses SHAWNEE MUNICIPAL AUTHO...

Bar Chart Line Chart Pie Chart

Sort Large to Small

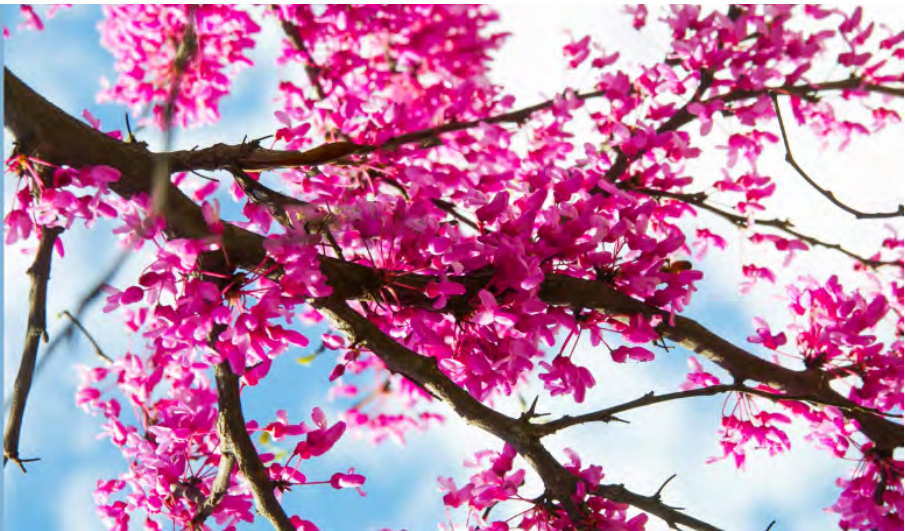
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$415,000	\$415,000	\$435,000
Personnel Services	\$3,246,963	\$3,390,826	\$3,389,727	\$3,474,570
Materials & Supplies	\$1,027,972	\$1,075,950	\$1,071,950	\$1,173,670
Other Services & Charges	\$4,676,574	\$5,319,588	\$5,334,626	\$5,260,143
Capital Outlay	\$40,172,890	\$40,000	\$76,411	\$97,913
Debt Service	\$4,259,777	\$3,128,747	\$3,128,747	\$4,130,136
Transfers Out	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TOTAL	\$60,244,176	\$21,243,569	\$21,289,919	\$21,544,489

Water System Capital Projects Fund

FY 2024-2025 Budget Overview



Fund Description

This fund is to account for the water system capital projects.

Water System Capital Projects Fund Budgets

Public Works

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$0	\$4,910,000	\$4,910,000	\$1,910,000
Expenses	\$0	\$4,906,000	\$4,906,000	\$1,958,000
REVENUES LESS EXPENSES	\$0	\$4,000	\$4,000	-\$48,000

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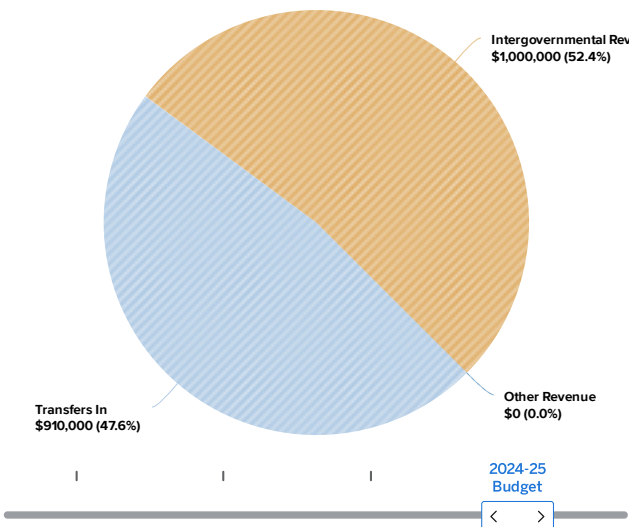
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Revenues WATER SYSTEM CAPITAL PROJ...

Visualization



Sort Large to Small

- Other Revenue
- Transfers In
- Intergovernmental Rev

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$0	\$4,000,000	\$4,000,000	\$0
Transfers In	\$0	\$910,000	\$910,000	\$910,000
Intergovernmental Rev	\$0	\$0	\$0	\$1,000,000
TOTAL	\$0	\$4,910,000	\$4,910,000	\$1,910,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS-SMA	\$0	\$4,906,000	\$4,906,000	\$1,958,000
TOTAL	\$0	\$4,906,000	\$4,906,000	\$1,958,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

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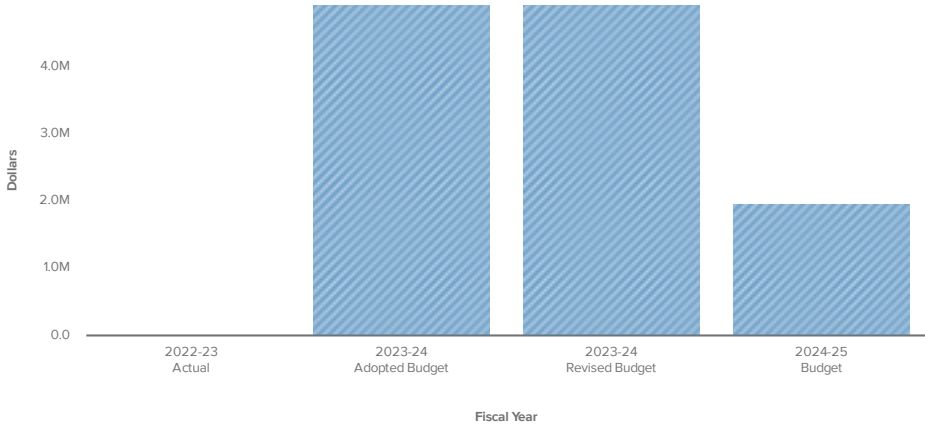
Broken down by
Departments WATER SYSTEM CAPITAL PROJ... Expenses

Bar Chart Line Chart Pie Chart

Sort Large to Small

PUBLIC WORKS-SMA

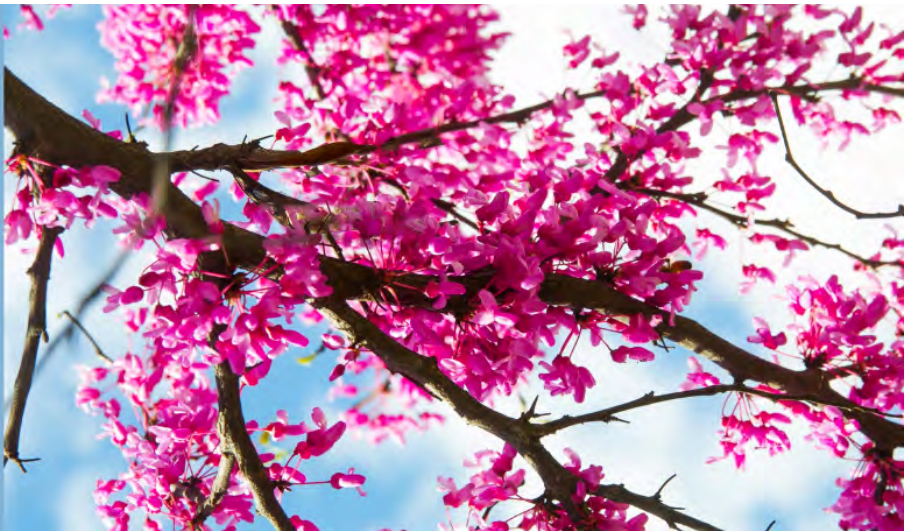
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$0	\$4,906,000	\$4,906,000	\$1,958,000
TOTAL	\$0	\$4,906,000	\$4,906,000	\$1,958,000

Wastewater System Capital Projects Fund

FY 2024-2025 Budget Overview



Fund Description

This fund is to account for the wastewater system capital projects.

Wastewater System Capital Projects Fund

Public Works

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$0	\$76,240,000	\$76,240,000	\$46,439,000
Expenses	\$0	\$76,239,000	\$76,239,000	\$46,470,000
REVENUES LESS EXPENSES	\$0	\$1,000	\$1,000	-\$31,000

Help Share

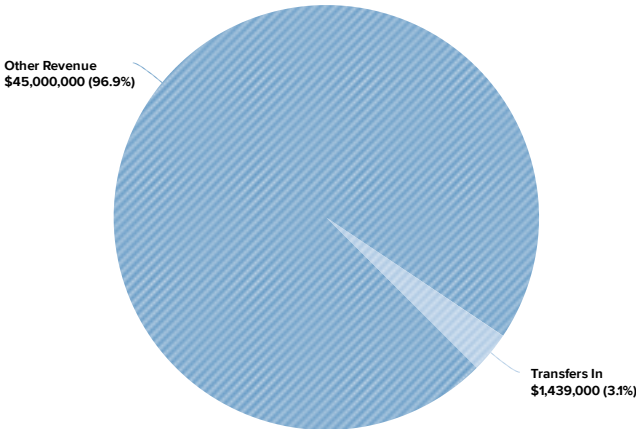
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Back History Reset

Broken down by

Revenues WASTEWATER SYSTEM CAPITA...

Visualization



Sort Large to Small

- Other Revenue
- Transfers In

2024-25
Budget
< >

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$0	\$75,000,000	\$75,000,000	\$45,000,000
Transfers In	\$0	\$1,240,000	\$1,240,000	\$1,439,000
TOTAL	\$0	\$76,240,000	\$76,240,000	\$46,439,000

Expenditure by Department

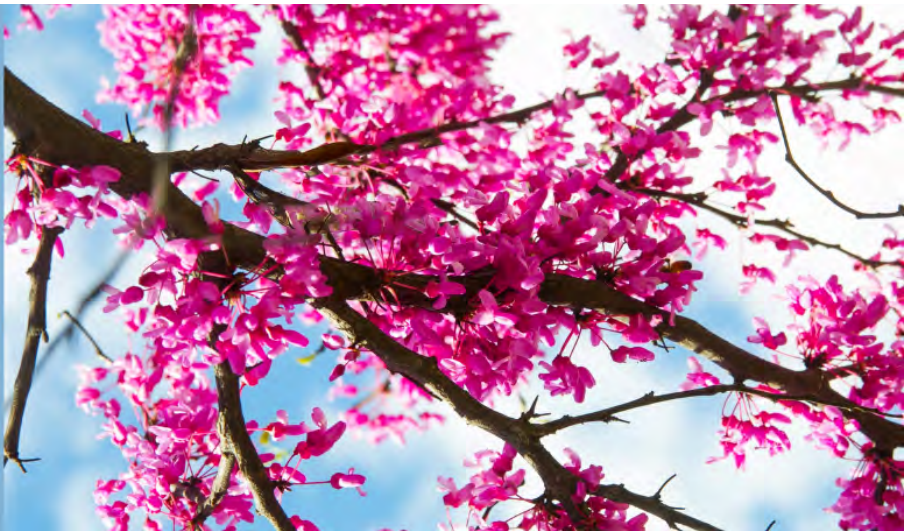
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS-SMA	\$0	\$76,239,000	\$76,239,000	\$46,470,000
TOTAL	\$0	\$76,239,000	\$76,239,000	\$46,470,000

Expenditure Breakdown by Account Type



Meter Maintenance Fund

FY 2024-2025 Budget Overview



Fund Description

This fund receives revenue from a fee collected on utility bills and accounts for debt service and the maintenance of meters.

Meter Maintenance Fund Budgets

Debt Service
Public Works

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$0	\$850,000	\$850,000	\$850,000
Expenses	\$0	\$431,793	\$431,793	\$433,274
REVENUES LESS EXPENSES	\$0	\$418,207	\$418,207	\$416,726

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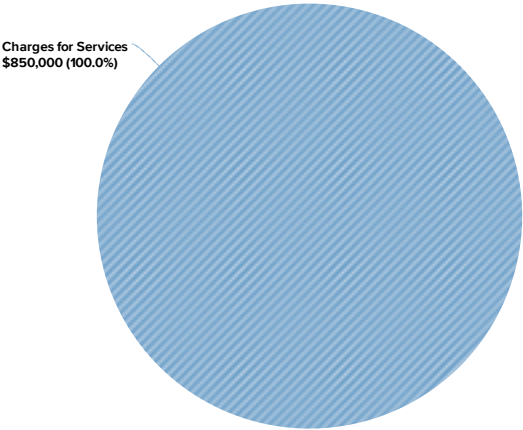
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Back History Reset

Broken down by

Revenues METER MAINTENANCE FEE FU...

Visualization



Sort Large to Small

Charges for Services

2024-25 Budget

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Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Charges for Services	\$0	\$850,000	\$850,000	\$850,000
TOTAL	\$0	\$850,000	\$850,000	\$850,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
DEBT SERVICE	\$0	\$431,793	\$431,793	\$433,274
TOTAL	\$0	\$431,793	\$431,793	\$433,274

Expenditure Breakdown by Account Type

Help ▾ Share ▾

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Broken down by

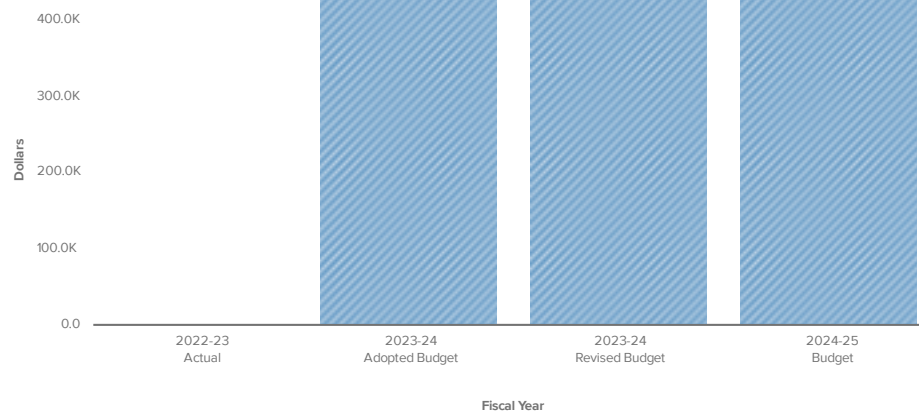
Expenses ▼ METER MAINTENANCE FEE FU...



Sort Large to Small ▾

● Debt Service

Visualization



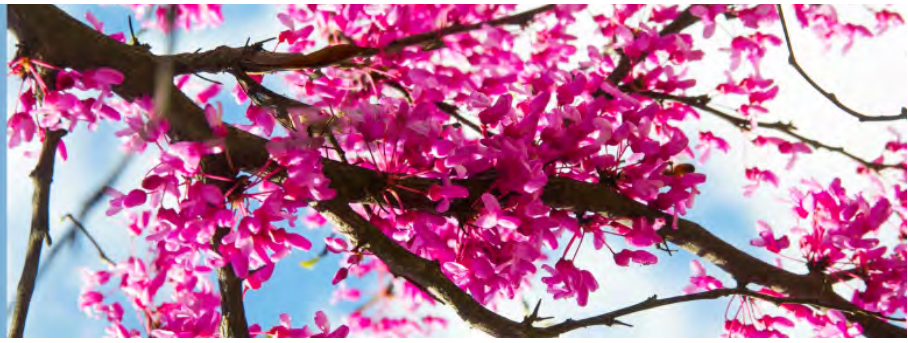
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Debt Service	\$0	\$431,793	\$431,793	\$433,274
TOTAL	\$0	\$431,793	\$431,793	\$433,274

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Departments

Animal Welfare

FY 2024-2025 Budget



Division Description

The purpose of Animal Welfare is to enforce city animal ordinances and educate the public regarding proper pet ownership. There are a variety of services that Animal Welfare provides for the Shawnee community: rescuing sick or injured animals, controlling stray animals, responding to dangerous animals roaming at large, removing dead animals, licensing, investigating animal cruelty and abuse, complaints of animal noise, unsanitary conditions and abandonment. One of the most important aspects of Animal Welfare is responding to dog bites. Animals that bite are found, quarantined, and placed under observation for the threat of rabies.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
ANIMAL WELFARE SUPV	1	1	1
ANIMAL WELFARE OFF	2	3	3
FTE	3	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CAPITAL IMPROVEMENT FUND	\$0	\$307,800	\$307,800	\$900,000
GENERAL FUND	\$273,706	\$306,589	\$306,589	\$344,139
INSURANCE RECOVERY FUND	\$0	\$0	\$15,558	\$15,558
SPAY/NEUTER FUND	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$275,900	\$616,589	\$632,147	\$1,261,897

Expenditure Breakdown by Account Type

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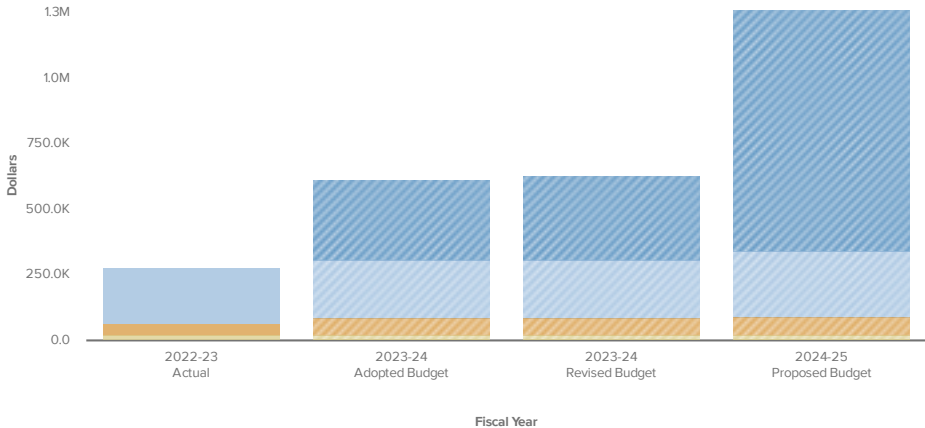
Back History Reset

Broken down by Expenses ANIMAL WELFARE



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$210,423	\$223,039	\$223,039	\$254,885
Materials & Supplies	\$23,303	\$23,000	\$23,000	\$23,000
Other Services & Charges	\$42,174	\$62,750	\$62,750	\$68,454
Capital Outlay	\$0	\$307,800	\$323,358	\$915,558
TOTAL	\$275,900	\$616,589	\$632,147	\$1,261,897

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$210,423	\$223,039	\$223,039	\$254,885
Other Services & Charges	\$39,980	\$60,550	\$60,550	\$66,254
Materials & Supplies	\$23,303	\$23,000	\$23,000	\$23,000
TOTAL	\$273,706	\$306,589	\$306,589	\$344,139

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$307,800	\$307,800	\$900,000
TOTAL	\$0	\$307,800	\$307,800	\$900,000

Spay/Neuter Fund

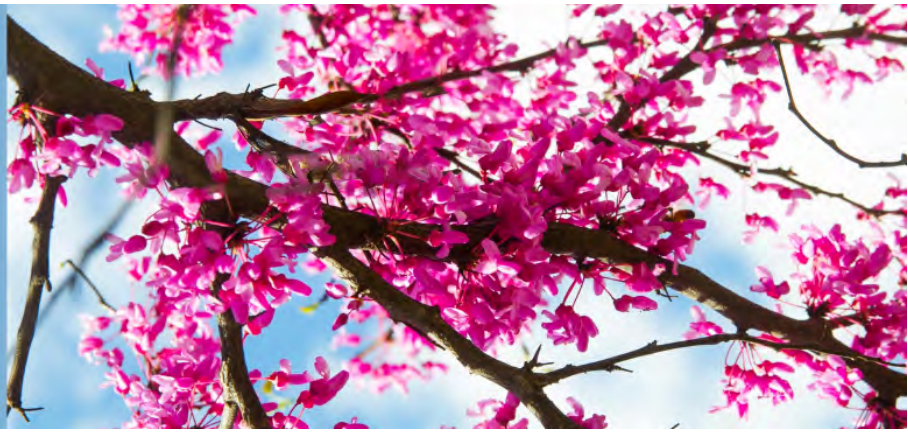
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$2,194	\$2,200	\$2,200	\$2,200

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$15,558	\$15,558
TOTAL	\$0	\$0	\$15,558	\$15,558

Building Maintenance

FY 2024-2025 Budget



Division Description

The Building Maintenance division is responsible for maintaining city facilities including City Hall. This includes minor repairs and remodels.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
BLDG MAINT/CUSTODIAN	1	2	2
BLDG MAINT/CUSTODIAN - PARTTIME	2	1	1
ASSET MANAGER	1	1	1
BLDG MAINT	2	0	0
BLDNG MAINT TECH	0	1	1
FTE	6	5	5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$297,005	\$338,594	\$359,735	\$395,678
CAPITAL IMPROVEMENT FUND	\$0	\$23,000	\$23,000	\$433,000
TOTAL	\$297,005	\$361,594	\$382,735	\$828,678

Expenditure Breakdon by Account Type

Updated On 7 May, 2024

Back History Reset

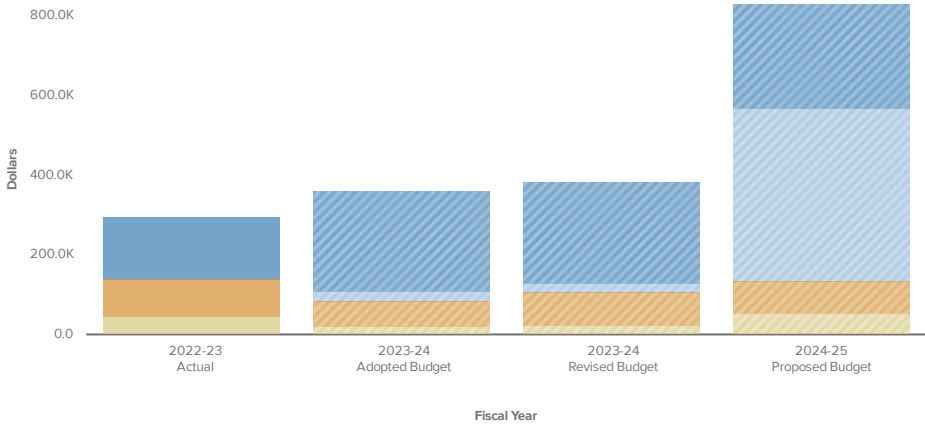
Broken down by Expenses BUILDING MAINTENANCE



Sort Large to Small

- Personnel Services
- Capital Outlay
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$156,895	\$253,204	\$253,204	\$259,868
Materials & Supplies	\$47,065	\$23,175	\$26,971	\$53,975
Other Services & Charges	\$93,045	\$62,215	\$79,560	\$81,835
Capital Outlay	\$0	\$23,000	\$23,000	\$433,000
TOTAL	\$297,005	\$361,594	\$382,735	\$828,678

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$156,895	\$253,204	\$253,204	\$259,868
Other Services & Charges	\$93,045	\$62,215	\$79,560	\$81,835
Materials & Supplies	\$47,065	\$23,175	\$26,971	\$53,975
TOTAL	\$297,005	\$338,594	\$359,735	\$395,678

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$23,000	\$23,000	\$433,000
TOTAL	\$0	\$23,000	\$23,000	\$433,000

CDBG Program

FY 2024-2025 Budget



Division Description

The City of Shawnee annually receives Community Development Block Grant Funds (CDBG) from the U.S. Department of Housing and Urban Development (HUD). This program provides home loans to certain low-income individuals as well as home repair.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
ASSISTANT PROGRAM MANAGER	1	0	0
CDBG PROGRAM MANAGER	0	1	1
FTE	1	1	1

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CDBG GRANTS	\$656,701	\$828,430	\$828,430	\$913,760
CDBG-CV - ODOC	\$828,323	\$164,872	\$264,597	\$192,198
ESG - ODOC	\$113,888	\$0	\$0	\$0
HOME REHAB PROGRAM INCOME	\$24,350	\$0	\$75,000	\$0
INSURANCE RECOVERY FUND	\$0	\$0	\$8,735	\$3,576
TOTAL	\$1,623,262	\$993,302	\$1,176,762	\$1,109,534

Expenditure Breakdown by Account Type

Help Share

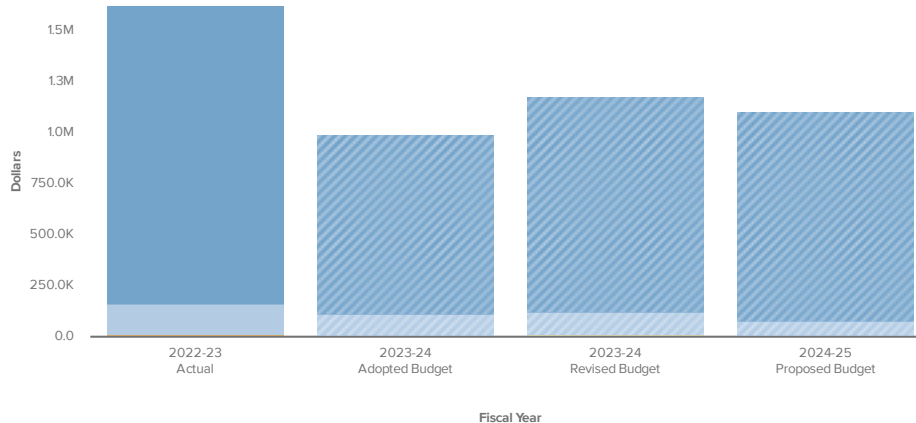
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Broken down by

Expenses ▼ COMMUNITY DEVELOPMENT ...

Visualization



Sort **Large to Small**

- Other Services & Charges
- Personnel Services
- Materials & Supplies
- Capital Outlay

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$1,460,924	\$881,100	\$1,053,959	\$1,026,273
Personnel Services	\$150,492	\$111,702	\$111,702	\$79,185
Materials & Supplies	\$11,846	\$500	\$2,366	\$500
Capital Outlay	\$0	\$0	\$8,735	\$3,576
TOTAL	\$1,623,262	\$993,302	\$1,176,762	\$1,109,534

Expenditure Breakdown by Fund and Account Type

CDBG Grants Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$573,196	\$716,228	\$714,362	\$841,937
Personnel Services	\$83,335	\$111,702	\$111,702	\$71,323
Materials & Supplies	\$169	\$500	\$2,366	\$500
TOTAL	\$656,701	\$828,430	\$828,430	\$913,760

CDBG-CV - ODOC Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$778,231	\$164,872	\$264,597	\$184,336
Personnel Services	\$48,503	\$0	\$0	\$7,862
Materials & Supplies	\$1,589	\$0	\$0	\$0
TOTAL	\$828,323	\$164,872	\$264,597	\$192,198

ESG - ODOC

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$85,147	\$0	\$0	\$0
Personnel Services	\$18,654	\$0	\$0	\$0
Materials & Supplies	\$10,088	\$0	\$0	\$0
TOTAL	\$113,888	\$0	\$0	\$0

Home Rehab Program Income Fund

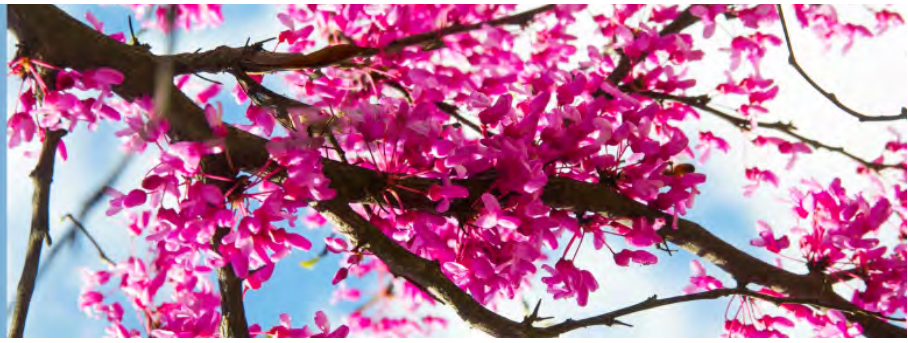
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$24,350	\$0	\$75,000	\$0
TOTAL	\$24,350	\$0	\$75,000	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$8,735	\$3,576
TOTAL	\$0	\$0	\$8,735	\$3,576

Cemetery

FY 2024-2025 Budget



Division Description

The Cemetery division provides for the needs of individuals requiring immediate and pre-need services as well as maintaining the Cemetery's grounds, facilities, equipment and records. The Cemetery contains nearly 80 acres of space on the eastern side of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
ADMIN ASST	1	0	0
CEMETERY SUPV	1	1	1
CEMETERY MAINT 1	2	2	2
FTE	4	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$256,247	\$214,894	\$220,672	\$256,720
CAPITAL IMPROVEMENT FUND	\$83,307	\$80,000	\$80,000	\$55,000
CEMETERY PERPETUAL FUND	\$97	\$0	\$0	\$3,862
INSURANCE RECOVERY FUND	\$0	\$0	\$3,862	\$0
TOTAL	\$339,651	\$294,894	\$304,534	\$315,582

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

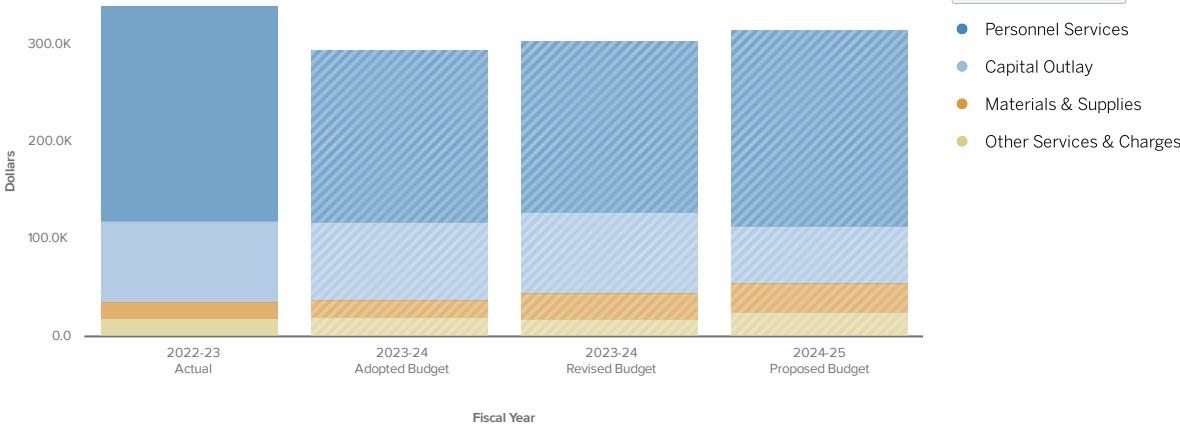
Back History Reset

Broken down by
Expenses CEMETERY



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$220,047	\$175,984	\$175,984	\$201,460
Materials & Supplies	\$16,782	\$18,300	\$26,632	\$30,100
Other Services & Charges	\$19,515	\$20,610	\$18,056	\$25,160
Capital Outlay	\$83,307	\$80,000	\$83,862	\$58,862
TOTAL	\$339,651	\$294,894	\$304,534	\$315,582

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$220,047	\$175,984	\$175,984	\$201,460
Materials & Supplies	\$16,782	\$18,300	\$26,632	\$30,100
Other Services & Charges	\$19,418	\$20,610	\$18,056	\$25,160
TOTAL	\$256,247	\$214,894	\$220,672	\$256,720

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$83,307	\$80,000	\$80,000	\$55,000
TOTAL	\$83,307	\$80,000	\$80,000	\$55,000

Cemetery Perpetual Fund

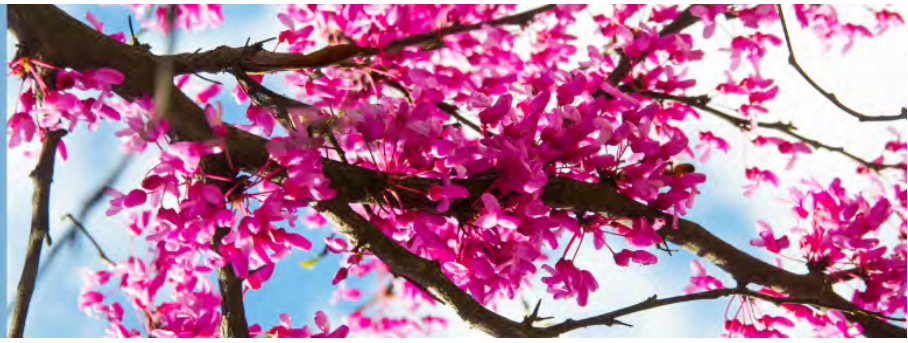
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$0	\$3,862
Other Services & Charges	\$97	\$0	\$0	\$0
TOTAL	\$97	\$0	\$0	\$3,862

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$3,862	\$0
TOTAL	\$0	\$0	\$3,862	\$0

City Attorney

FY 2024-2025 Budget



Division Description

The City Commission appoints the City Attorney to advise the City on all legal matters.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$238,712	\$250,000	\$250,000	\$275,000
TOTAL	\$238,712	\$250,000	\$250,000	\$275,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

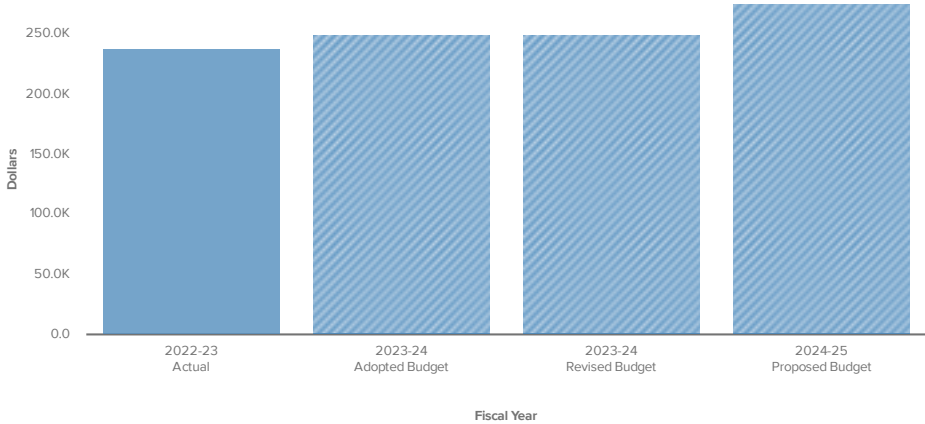
Broken down by Expenses CITY ATTORNEY



Sort Large to Small

Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$238,712	\$250,000	\$250,000	\$275,000
TOTAL	\$238,712	\$250,000	\$250,000	\$275,000

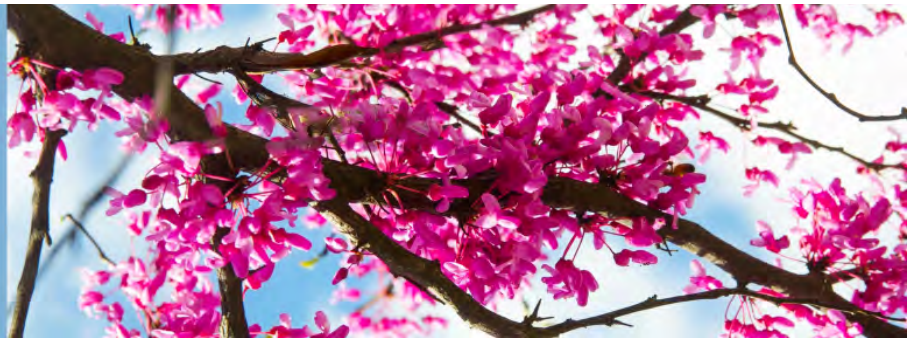
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$238,712	\$250,000	\$250,000	\$275,000
TOTAL	\$238,712	\$250,000	\$250,000	\$275,000

City Clerk

FY 2024-2025 Budget



Division Description

The City Clerk is appointed by the City Manager, is the official custodian of City Records, serves as Clerk to the Board of Commissioners, prepares the agendas and minutes for the Board of Commissioners, Shawnee Airport Authority and Shawnee Municipal Authority, attends all Board of Commissioners meetings and keeps a record of all the proceedings, signs and attests all ordinances or other acts of the Commission.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CITY CLERK	1	1	1
ADMIN ASSIST/DEPUTY CLERK	1	0	0
SR DPTY CITY CLERK	1	1	1
DEPUTY CITY CLERK/EXEC ASST	0	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$335,688	\$415,855	\$415,855	\$433,888
CAPITAL IMPROVEMENT FUND	\$26,985	\$0	\$0	\$0
TOTAL	\$362,673	\$415,855	\$415,855	\$433,888

Expenditure Breakdown by Account Type

Help ▾ Share ▾

Updated On 7 May, 2024

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Broken down by

Expenses Departments ...



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$270,165	\$315,123	\$315,123	\$314,455
Other Services & Charges	\$63,685	\$98,132	\$98,235	\$117,133
Capital Outlay	\$26,985	\$0	\$0	\$0
Materials & Supplies	\$1,839	\$2,600	\$2,497	\$2,300
TOTAL	\$362,673	\$415,855	\$415,855	\$433,888

Expenditure Breakdown by Fund and Account Type

General Fund

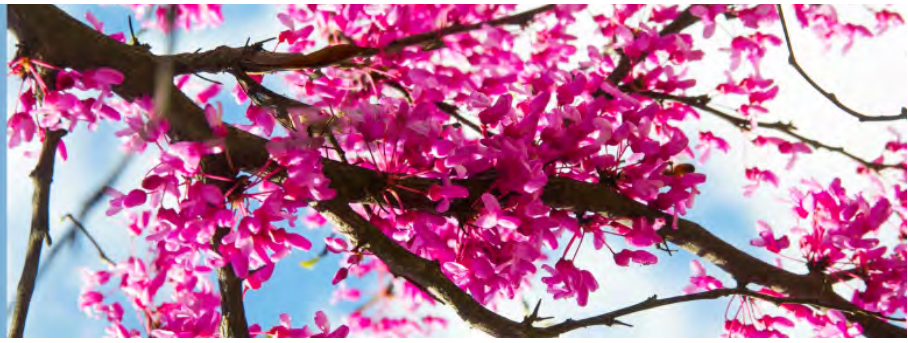
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$270,165	\$315,123	\$315,123	\$314,455
Other Services & Charges	\$63,685	\$98,132	\$98,235	\$117,133
Materials & Supplies	\$1,839	\$2,600	\$2,497	\$2,300
TOTAL	\$335,688	\$415,855	\$415,855	\$433,888

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$26,985	\$0	\$0	\$0
TOTAL	\$26,985	\$0	\$0	\$0

City Manager

FY 2024-2025 Budget



Division Description

The City Commission appoints a City Manager to handle day-to-day operations and to manage the administrative tasks of the City, including the implementation of their legislative directives.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
EXECUTIVE ASSISTANT	1	1	1
PUBLIC INFO OFF	1	1	1
CITY MANAGER	1	1	1
ASSISTANT CITY MANAGER	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$808,453	\$1,935,350	\$1,640,721	\$2,389,663
INSURANCE RECOVERY FUND	\$0	\$0	\$31,408	\$50,000
TOTAL	\$808,453	\$1,935,350	\$1,672,129	\$2,439,663

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

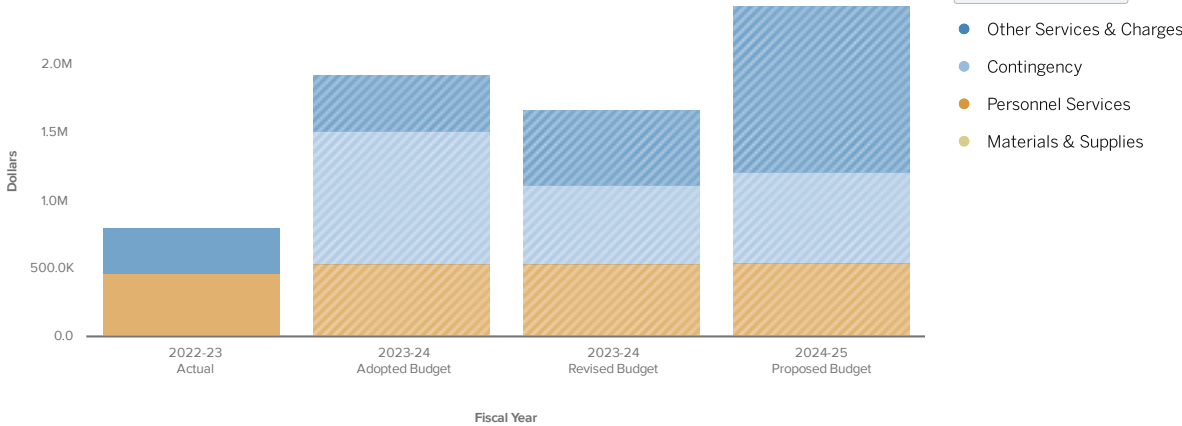
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Broken down by Expenses CITY MANAGER



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$342,399	\$414,714	\$548,864	\$1,217,864
Contingency	\$0	\$982,000	\$584,629	\$680,000
Personnel Services	\$460,413	\$530,736	\$530,736	\$535,099
Materials & Supplies	\$5,641	\$7,900	\$7,900	\$6,700
TOTAL	\$808,453	\$1,935,350	\$1,672,129	\$2,439,663

Expenditure Breakdown by Fund and Account Type

General Fund

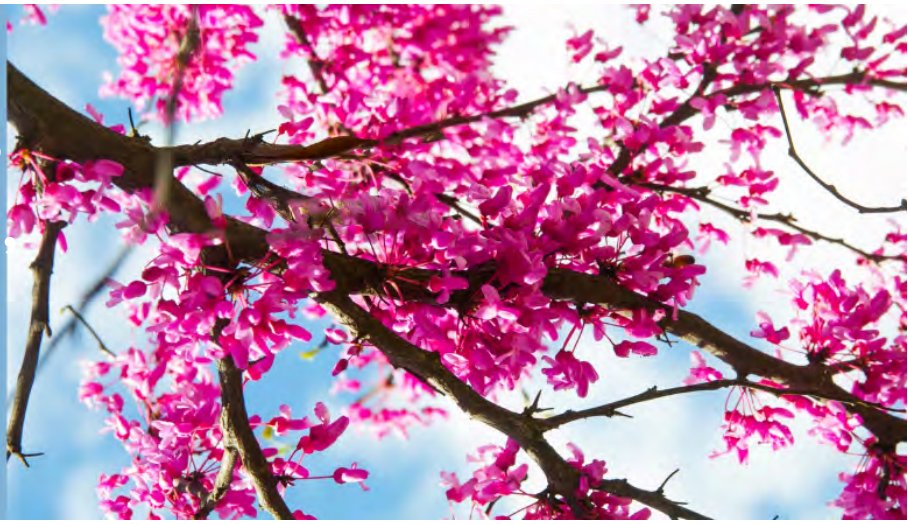
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$982,000	\$553,221	\$630,000
Personnel Services	\$460,413	\$530,736	\$530,736	\$535,099
Materials & Supplies	\$5,641	\$7,900	\$7,900	\$6,700
Other Services & Charges	\$342,399	\$414,714	\$548,864	\$1,217,864
TOTAL	\$808,453	\$1,935,350	\$1,640,721	\$2,389,663

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$0	\$31,408	\$50,000
TOTAL	\$0	\$0	\$31,408	\$50,000

Code Enforcement, Building Inspection and Permits

FY 2024-2025 Budget



Division Description

The Code Enforcement officers administer and enforce all building codes and ordinances adopted by the City. This includes field inspections, plan checking and public information as related to new construction and the responsibility of issuing permits and ensuring safe buildings.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
COM BLDG INSPECTOR	2	1	1
CHIEF CODE OFFICIAL	0	1	1
RES. CONST INSPECTOR	0	1	1
CONST INSP/ENG TECH	1	1	1
CODE ENFORCEMENT	3	2	2
LEAD CODE ENFORCE	0	1	1
PERMIT TECH	1	1	1
FTE	7	8	8

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$784,964	\$1,001,373	\$1,298,220	\$1,031,621
CAPITAL IMPROVEMENT FUND	\$6,164	\$70,000	\$63,662	\$50,000
INSURANCE RECOVERY FUND	\$0	\$0	\$4,399	\$2,268
TOTAL	\$791,128	\$1,071,373	\$1,366,281	\$1,083,889

EXPENDITURE BREAKDOWN BY ACCOUNT TYPE

Help Share

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Back History Reset

Broken down by Expenses CODE ENFORCEMENT, INSPEC...



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$439,187	\$534,423	\$537,050	\$553,632
Other Services & Charges	\$340,163	\$448,550	\$747,169	\$458,557
Capital Outlay	\$6,164	\$70,000	\$63,662	\$50,000
Materials & Supplies	\$5,613	\$18,400	\$18,400	\$21,700
TOTAL	\$791,128	\$1,071,373	\$1,366,281	\$1,083,889

Expenditure Breakdown by Fund and Account type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$439,187	\$534,423	\$537,050	\$553,632
Other Services & Charges	\$340,163	\$448,550	\$742,770	\$456,289
Materials & Supplies	\$5,613	\$18,400	\$18,400	\$21,700
TOTAL	\$784,964	\$1,001,373	\$1,298,220	\$1,031,621

Capital Improvement Fund

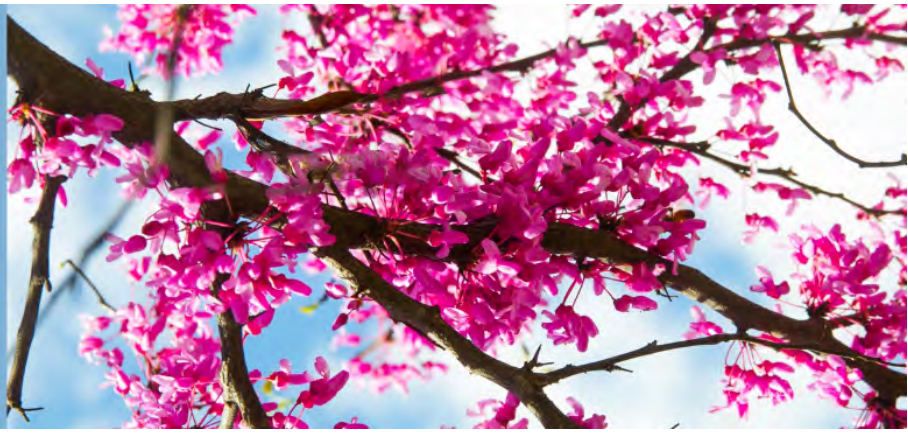
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$6,164	\$70,000	\$63,662	\$50,000
TOTAL	\$6,164	\$70,000	\$63,662	\$50,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$0	\$0	\$4,399	\$2,268
TOTAL	\$0	\$0	\$4,399	\$2,268

Community Development

FY 2024-2025 Budget



Division Description

The mission of the Community Development division is to work toward creating a high quality of life within the community. This consists of processing applications for land development, including environmental assessment, architectural and landscaping review and commercial sign requests.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
HOMELESS PROGRAM COORDINATOR	1	1	1
PLANNER 1	1	1	1
COMMUNITY DEVELOPMENT DIRECTOR	1	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$14,226	\$338,280	\$1,414,054	\$1,075,774
GENERAL FUND	\$472,400	\$414,829	\$668,342	\$605,193
CAPITAL IMPROVEMENT FUND	\$0	\$25,000	\$25,000	\$550,000
GRANT FUND	\$0	\$29,000	\$29,000	\$0
TAX INCREMENT FINANCE FUND	\$13,014	\$0	\$10,304	\$30,000
INSURANCE RECOVERY FUND	\$0	\$0	\$885	\$885
TOTAL	\$499,639	\$807,109	\$2,147,585	\$2,261,852

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

← Back

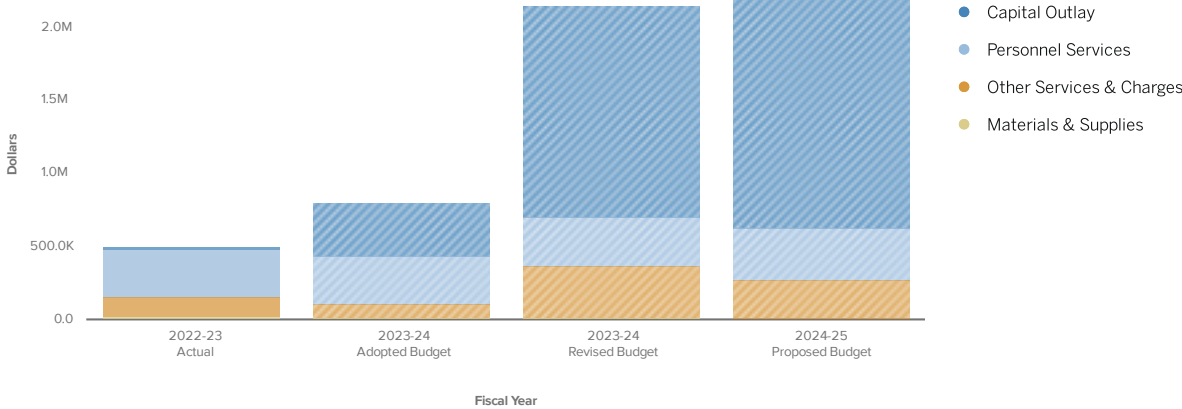
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Broken down by
Expenses COMMUNITY DEVELOPMENT

Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$14,226	\$363,280	\$1,439,939	\$1,626,659
Personnel Services	\$329,513	\$338,164	\$339,887	\$365,128
Other Services & Charges	\$131,746	\$90,425	\$352,519	\$263,625
Materials & Supplies	\$24,154	\$15,240	\$15,240	\$6,440
TOTAL	\$499,639	\$807,109	\$2,147,585	\$2,261,852

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$329,513	\$325,164	\$326,887	\$365,128
Other Services & Charges	\$118,732	\$85,425	\$337,215	\$233,625
Materials & Supplies	\$24,154	\$4,240	\$4,240	\$6,440
TOTAL	\$472,400	\$414,829	\$668,342	\$605,193

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$14,226	\$338,280	\$1,414,054	\$1,075,774
TOTAL	\$14,226	\$338,280	\$1,414,054	\$1,075,774

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$25,000	\$25,000	\$550,000
TOTAL	\$0	\$25,000	\$25,000	\$550,000

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$0	\$13,000	\$13,000	\$0
Materials & Supplies	\$0	\$11,000	\$11,000	\$0
Other Services & Charges	\$0	\$5,000	\$5,000	\$0
TOTAL	\$0	\$29,000	\$29,000	\$0

Tax Increment Finance Fund

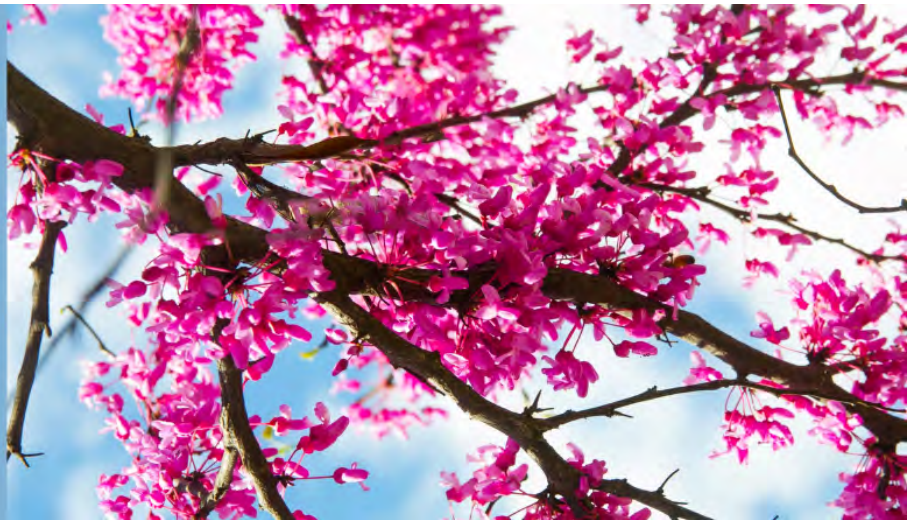
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$13,014	\$0	\$10,304	\$30,000
TOTAL	\$13,014	\$0	\$10,304	\$30,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$885	\$885
TOTAL	\$0	\$0	\$885	\$885

Criminal Investigations Division

FY 2024-2025 Budget



Division Description

The Criminal Investigations division investigates crimes thoroughly and with due diligence to evaluate and prepare criminal cases for appropriate clearance or submission to a prosecutor.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
SERGEANT	2	1	1
LIEUTENANT	1	1	1
CORPORAL	8	4	4
FTE	11	6	6

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$933,320	\$1,091,917	\$1,116,749	\$734,308
TOTAL	\$933,320	\$1,091,917	\$1,116,749	\$734,308

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

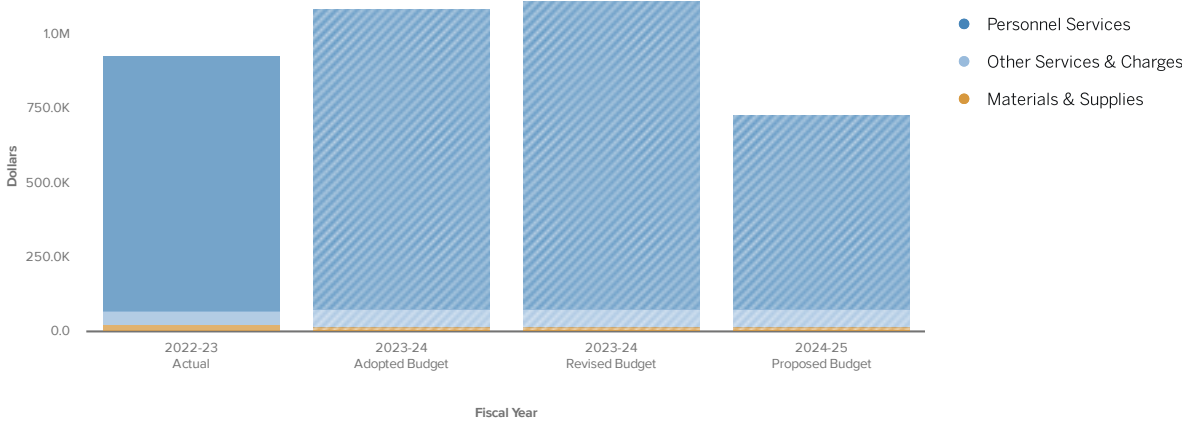
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Broken down by Expenses CRIMINAL INVESTIGATIONS DI...



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$862,541	\$1,015,650	\$1,040,482	\$656,436
Materials & Supplies	\$23,306	\$18,700	\$18,700	\$18,700
Other Services & Charges	\$47,474	\$57,567	\$57,567	\$59,172
TOTAL	\$933,320	\$1,091,917	\$1,116,749	\$734,308

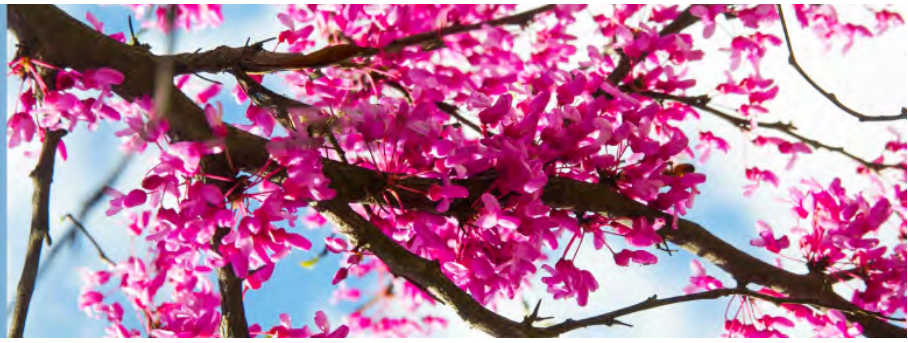
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$862,541	\$1,015,650	\$1,040,482	\$656,436
Other Services & Charges	\$47,474	\$57,567	\$57,567	\$59,172
Materials & Supplies	\$23,306	\$18,700	\$18,700	\$18,700
TOTAL	\$933,320	\$1,091,917	\$1,116,749	\$734,308

Dispatch

FY 2024-2025 Budget



Division Description

The Dispatch division handles all emergencies calls for the city including Police, Fire, and REACT. They offer 24-hour service for the citizens of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
DISPATCH MANAGER	1	0	0
DISPATCHER	9	11	11
DISPATCH SUPV	3	1	1
COMMUNICATIONS MGR	0	1	1
FTE	13	13	13

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$636,864	\$807,837	\$814,733	\$661,352
E-911 FUND	\$285,982	\$276,000	\$276,000	\$413,048
TOTAL	\$922,847	\$1,083,838	\$1,090,734	\$1,074,400

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

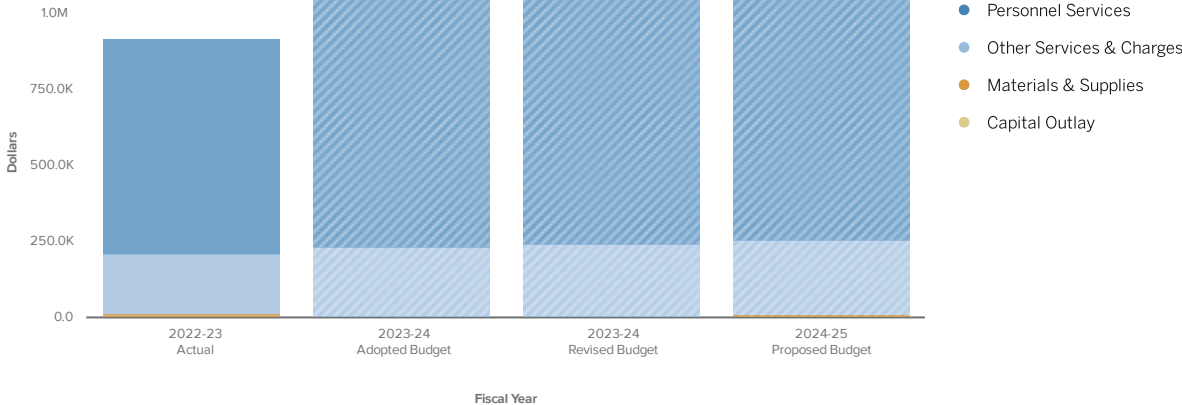
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Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$711,632	\$849,629	\$847,701	\$816,167
Materials & Supplies	\$8,169	\$3,800	\$5,059	\$9,749
Other Services & Charges	\$198,004	\$230,408	\$237,973	\$248,484
Capital Outlay	\$5,041	\$0	\$0	\$0
TOTAL	\$922,847	\$1,083,838	\$1,090,734	\$1,074,400

Expenditure Breakdown by Fund and Account Type

General Fund

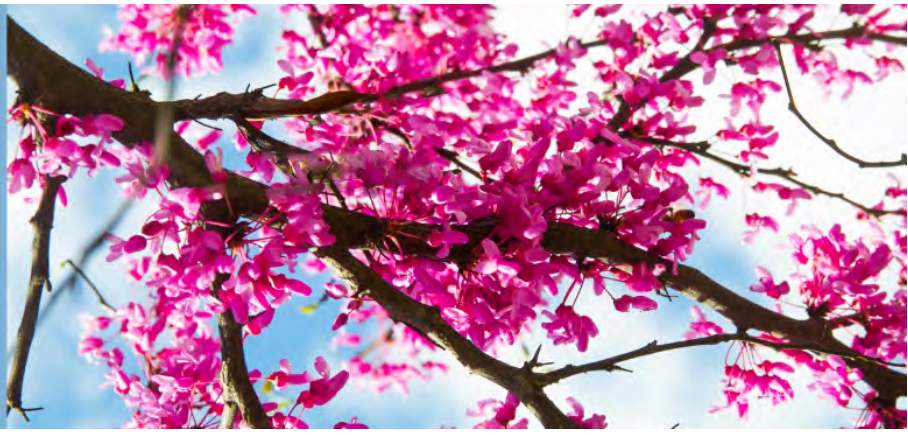
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$619,388	\$780,616	\$786,253	\$628,937
Other Services & Charges	\$15,460	\$23,421	\$23,421	\$23,521
Materials & Supplies	\$2,017	\$3,800	\$5,059	\$8,894
TOTAL	\$636,864	\$807,837	\$814,733	\$661,352

E-911 Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$182,544	\$206,987	\$214,552	\$224,963
Personnel Services	\$92,244	\$69,013	\$61,448	\$187,230
Materials & Supplies	\$6,152	\$0	\$0	\$855
Capital Outlay	\$5,041	\$0	\$0	\$0
TOTAL	\$285,982	\$276,000	\$276,000	\$413,048

Emergency Management

FY 2024-2025 Budget



Division Description

Emergency Management is the managerial function charged with creating the framework within which communities reduce vulnerability to hazards and cope with disasters. This division is responsible for assisting with preparing for and responding to a large-scale emergency.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
EM DIR	1	1	1
EM TECH	0	0.5	0.5
FTE	1	1.5	1.5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GRANT FUND	\$4,512,561	\$0	\$3,215,657	\$4,000,000
GENERAL FUND	\$807,336	\$1,813,646	\$1,835,194	\$974,873
CAPITAL IMPROVEMENT FUND	\$46,756	\$36,390	\$36,390	\$48,754
INSURANCE RECOVERY FUND	\$0	\$0	\$19,913	\$16,214
TOTAL	\$5,366,653	\$1,850,036	\$5,107,154	\$5,039,841

Expenditure Breakdown by Account Type

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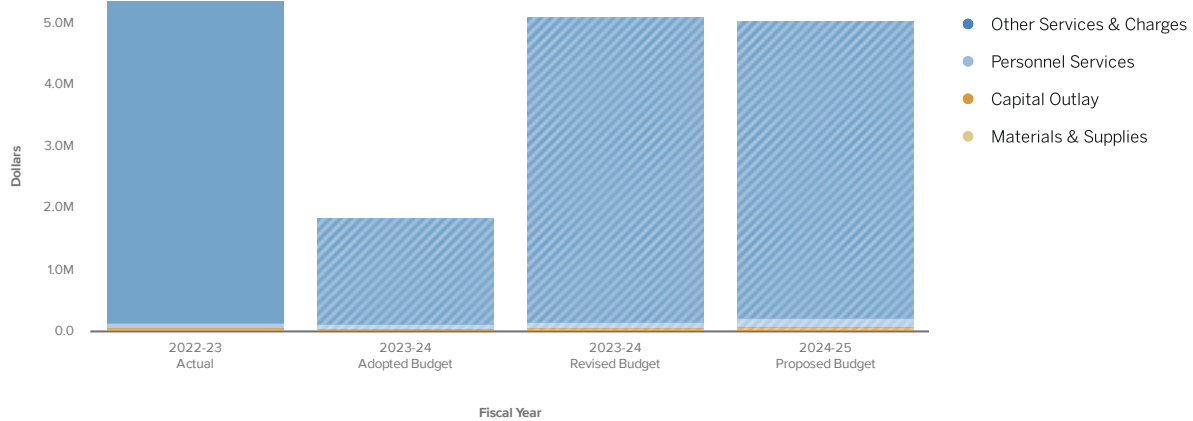
Broken down by

Expenses ▾ EMERGENCY MANAGEMENT



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$78,228	\$88,127	\$91,061	\$134,527
Materials & Supplies	\$14,999	\$18,600	\$14,858	\$19,600
Other Services & Charges	\$5,218,984	\$1,706,920	\$4,944,933	\$4,820,746
Capital Outlay	\$54,442	\$36,390	\$56,303	\$64,968
TOTAL	\$5,366,653	\$1,850,036	\$5,107,154	\$5,039,841

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$706,424	\$1,706,920	\$1,729,276	\$820,746
Personnel Services	\$78,228	\$88,127	\$91,061	\$134,527
Materials & Supplies	\$14,999	\$18,600	\$14,858	\$19,600
Capital Outlay	\$7,686	\$0	\$0	\$0
TOTAL	\$807,336	\$1,813,646	\$1,835,194	\$974,873

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$83,307	\$80,000	\$80,000	\$55,000
TOTAL	\$83,307	\$80,000	\$80,000	\$55,000

Grant Fund

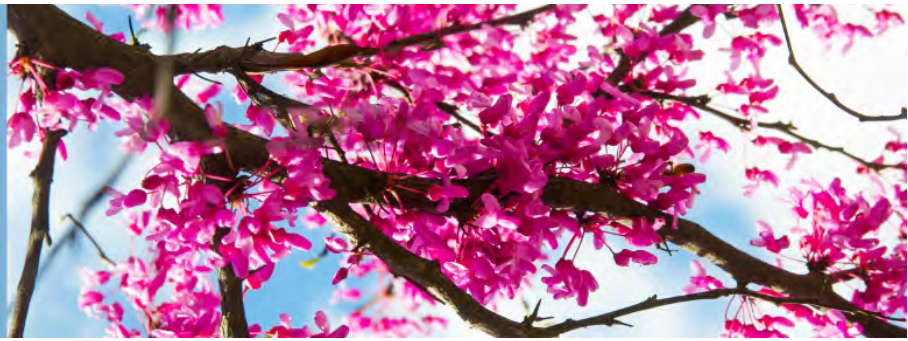
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$4,512,561	\$0	\$3,215,657	\$4,000,000
TOTAL	\$4,512,561	\$0	\$3,215,657	\$4,000,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$19,913	\$16,214
TOTAL	\$0	\$0	\$19,913	\$16,214

Engineering

FY 2024-2025 Budget



Division Description

The Engineering office provides administration and technical review of public and private improvements within the City. The department oversees, plans, and carries out City initiated infrastructure projects, while ensuring private development is done in accordance with adopted standards, codes, and practices. The key function of the department is to ensure public well-being by identifying safety and functional deficiencies in proposed, and existing infrastructure. Using that information, Engineering helps create corrective solutions.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
GIS / ENGINEERING TECH	1	1	1
CITY ENGINEER	1	1	1
ADMIN ASST	1	0	0
EXECUTIVE ASSISTANT	0	1	1
Assistant City Engineer	0	1	1
FTE	3	4	4

Engineering Dept Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
STREET IMPROVEMENT FUND	\$958,823	\$0	\$418,213	\$485,000
2018 CAPITAL IMPROVEMENT FUND	\$1,102,878	\$0	\$638,240	\$0
GENERAL FUND	\$321,333	\$438,738	\$438,738	\$493,570
AMERICAN RESCUE PLAN FUNDS	\$0	\$0	\$600,000	\$0
CAPITAL IMPROVEMENT FUND	\$115,116	\$89,000	\$95,338	\$239,000
INSURANCE RECOVERY FUND	\$0	\$0	\$14,795	\$0
TOTAL	\$2,498,150	\$527,738	\$2,205,324	\$1,217,570

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

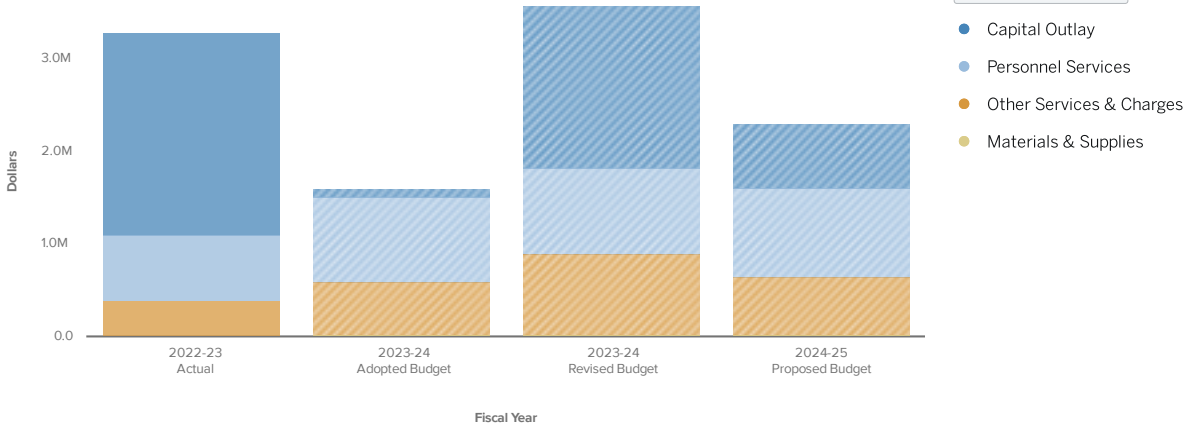
Back History Reset

Broken down by Expenses ENGINEERING



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$2,176,817	\$9,000	\$1,680,248	\$644,000
Personnel Services	\$272,624	\$393,968	\$393,968	\$407,690
Other Services & Charges	\$44,408	\$119,270	\$125,883	\$160,380
Materials & Supplies	\$4,302	\$5,500	\$5,225	\$5,500
TOTAL	\$2,498,150	\$527,738	\$2,205,324	\$1,217,570

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$711,811	\$928,391	\$931,018	\$961,322
Other Services & Charges	\$384,571	\$487,820	\$782,315	\$536,669
Materials & Supplies	\$9,915	\$23,900	\$23,625	\$27,200
TOTAL	\$1,106,297	\$1,440,111	\$1,736,958	\$1,525,191

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$115,116	\$9,000	\$9,000	\$159,000
Other Services & Charges	\$0	\$80,000	\$86,338	\$80,000
TOTAL	\$115,116	\$89,000	\$95,338	\$239,000

Street Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$958,823	\$0	\$418,213	\$485,000
TOTAL	\$958,823	\$0	\$418,213	\$485,000

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$1,102,878	\$0	\$638,240	\$0
TOTAL	\$1,102,878	\$0	\$638,240	\$0

American Rescue Plan Fund

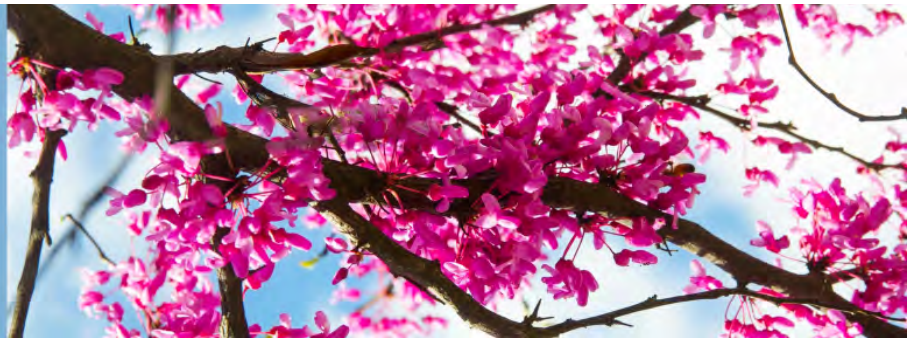
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$600,000	\$0
TOTAL	\$0	\$0	\$600,000	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$14,795	\$0
TOTAL	\$0	\$0	\$14,795	\$0

Finance

FY 2024-2025 Budget



Division Description

The Finance division handles all the financial accountability for the City of Shawnee. Key functions include accounting for expenditures, assets and liabilities and preparing and administering the annual budget. Finance also monitors the annual capital budgeting process and works with auditors in preparing and presenting the annual audit.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
FLOATER	0.5	0.5	0.5
ACCOUNTING CLERK	0.5	0.5	0.5
FIN DIR/TREASURER	1	1	1
FINANCIAL ACCOUNTANT	1	1	1
PAYROLL ADMINISTRATOR	1	1	1
ASSISTANT FINANCE DIRECTOR	1	1	1
ACCOUNTS PAYABLE ADMINISTRATOR	1	0	0
AP TECHNICIAN	0	1	1
FTE	6	6	6

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$712,748	\$717,156	\$717,156	\$734,032
CAPITAL IMPROVEMENT FUND	\$0	\$2,000	\$2,000	\$2,000
TOTAL	\$712,748	\$719,156	\$719,156	\$736,032

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

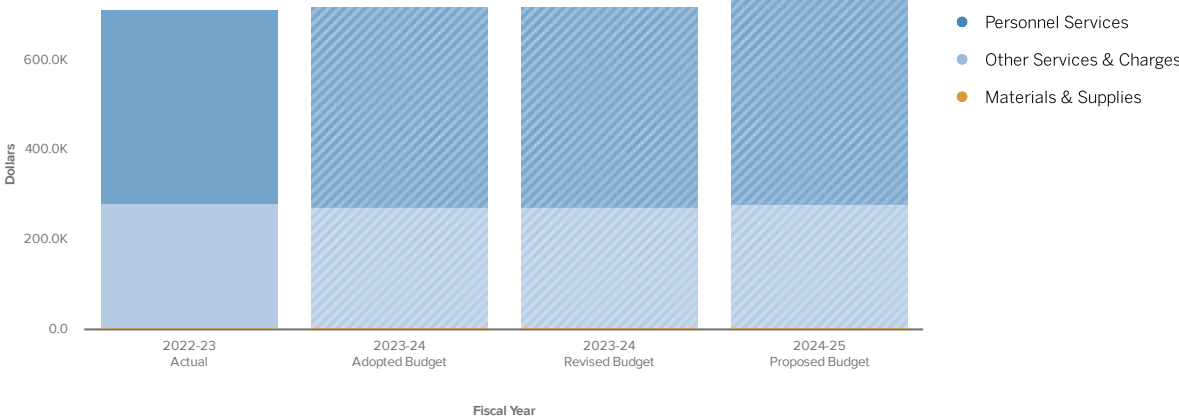
Back History Reset

Broken down by Expenses FINANCE



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$429,837	\$445,656	\$445,656	\$454,932
Materials & Supplies	\$4,604	\$3,500	\$4,000	\$4,000
Other Services & Charges	\$278,307	\$270,000	\$269,500	\$277,100
TOTAL	\$712,748	\$719,156	\$719,156	\$736,032

Expenditure Breakdown by Fund and Account Type

General Fund

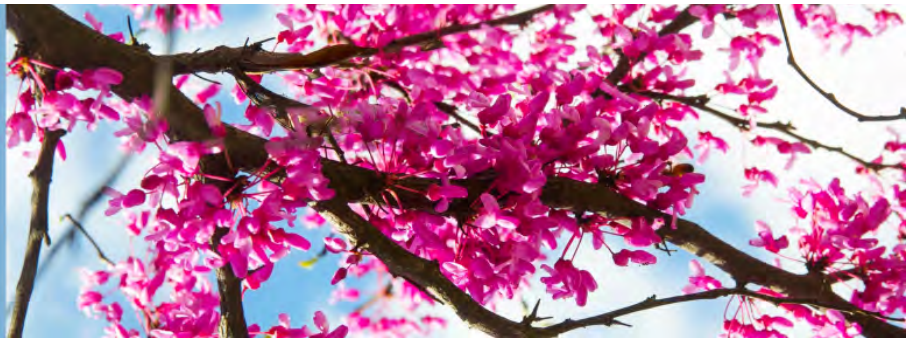
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$429,837	\$445,656	\$445,656	\$454,932
Materials & Supplies	\$4,604	\$3,500	\$4,000	\$4,000
Other Services & Charges	\$278,307	\$270,000	\$269,500	\$277,100
TOTAL	\$712,748	\$719,156	\$719,156	\$736,032

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$0	\$2,000	\$2,000	\$2,000
TOTAL	\$0	\$2,000	\$2,000	\$2,000

Fire Administration

FY 2024-2025 Budget



Division Description

The Fire Administration division includes the Fire Chief who leads the Fire Department assisted by the Deputy Fire Chief. The Fire Marshal's office also works out of this division, providing fire inspections, investigations, public education, and plan review for the citizens of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
FIRE CHIEF	1	1	1
FIRE MARSHAL	1	1	1
ADMIN ASST	1	1	1
DPTY FIRE MARSHAL	1	1	1
DPTY FIRE CHIEF	1	1	1
FTE	5	5	5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$795,551	\$765,005	\$759,944	\$817,151
CAPITAL IMPROVEMENT FUND	\$56,366	\$0	\$3,585	\$8,800
TOTAL	\$851,917	\$765,005	\$763,529	\$825,951

Expenditure Breakdown by Account Type

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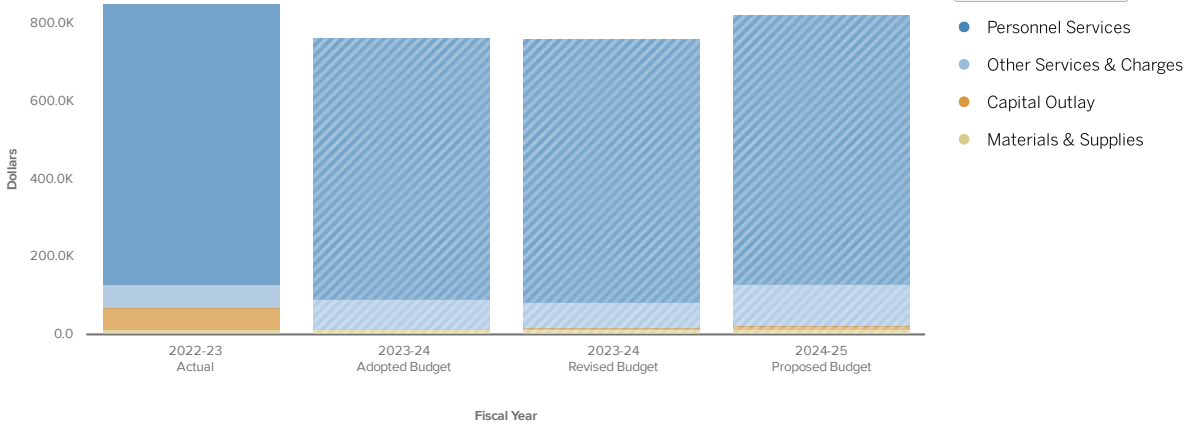
Broken down by

Expenses FIRE ADMINISTRATION



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$720,607	\$670,365	\$679,004	\$695,636
Other Services & Charges	\$60,833	\$79,350	\$65,650	\$106,225
Capital Outlay	\$56,366	\$0	\$3,585	\$8,800
Materials & Supplies	\$14,111	\$15,290	\$15,290	\$15,290
TOTAL	\$851,917	\$765,005	\$763,529	\$825,951

Expenditure Breakdown by Fund and Account Type

General Fund

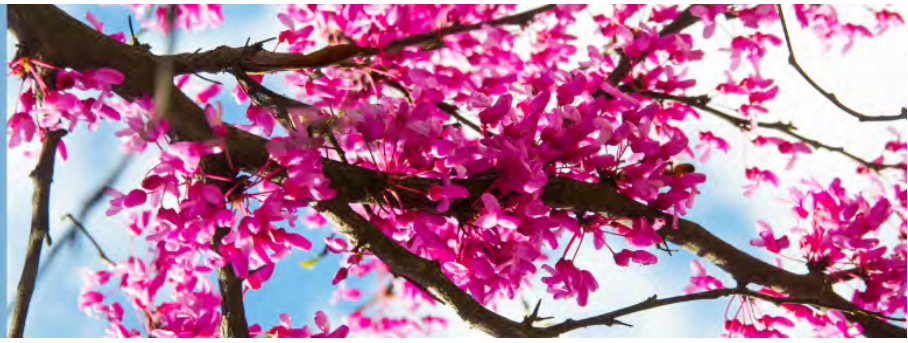
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$720,607	\$670,365	\$679,004	\$695,636
Other Services & Charges	\$60,833	\$79,350	\$65,650	\$106,225
Materials & Supplies	\$14,111	\$15,290	\$15,290	\$15,290
TOTAL	\$795,551	\$765,005	\$759,944	\$817,151

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$56,366	\$0	\$3,585	\$8,800
TOTAL	\$56,366	\$0	\$3,585	\$8,800

Fire Suppression

FY 2024-2025 Budget



Division Description

The Suppression division is responsible for keeping our citizens and visitors safe from fires. Suppression also assists with vehicle accidents and runs side by side with the local emergency medical services, often being the first on scene.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
BATTALION CHIEF	3	3	3
CAPTAIN	9	6	6
FIREFIGHTER	10	8	8
CORPORAL-FIRE	6	6	6
MAJOR - FIRE	0	3	3
LIEUTENANT - FIRE	0	9	9
SERGEANT-FIRE	22	16	16
PROB FIREFIGHTER	1	0	0
FTE	51	51	51

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$5,401,733	\$5,598,354	\$5,644,475	\$5,974,693
2018 CAPITAL IMPROVEMENT FUND	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
CAPITAL IMPROVEMENT FUND	\$206,455	\$708,862	\$774,270	\$1,466,546
GRANT FUND	\$0	\$0	\$111,447	\$0
INSURANCE RECOVERY FUND	\$260	\$0	\$14,916	\$2,085
TOTAL	\$6,468,378	\$8,307,216	\$8,545,108	\$9,448,324

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

Back History Reset

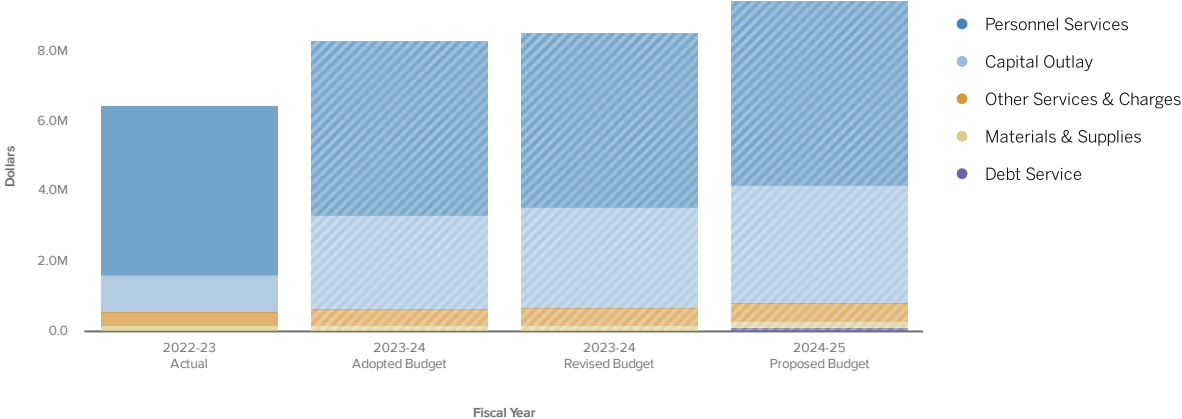
Broken down by

Expenses FIRE SUPPRESSION



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$4,837,331	\$4,952,073	\$4,969,494	\$5,265,612
Materials & Supplies	\$179,338	\$201,011	\$201,011	\$215,011
Other Services & Charges	\$385,064	\$445,270	\$473,970	\$494,070
Capital Outlay	\$1,066,645	\$2,708,862	\$2,900,634	\$3,347,631
Debt Service	\$0	\$0	\$0	\$126,000
TOTAL	\$6,468,378	\$8,307,216	\$8,545,108	\$9,448,324

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$4,837,331	\$4,952,073	\$4,969,494	\$5,265,612
Other Services & Charges	\$385,064	\$445,270	\$473,970	\$494,070
Materials & Supplies	\$179,338	\$201,011	\$201,011	\$215,011
TOTAL	\$5,401,733	\$5,598,354	\$5,644,475	\$5,974,693

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$206,455	\$708,862	\$774,270	\$1,340,546
Debt Service	\$0	\$0	\$0	\$126,000
TOTAL	\$206,455	\$708,862	\$774,270	\$1,466,546

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
TOTAL	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000

Grant Fund

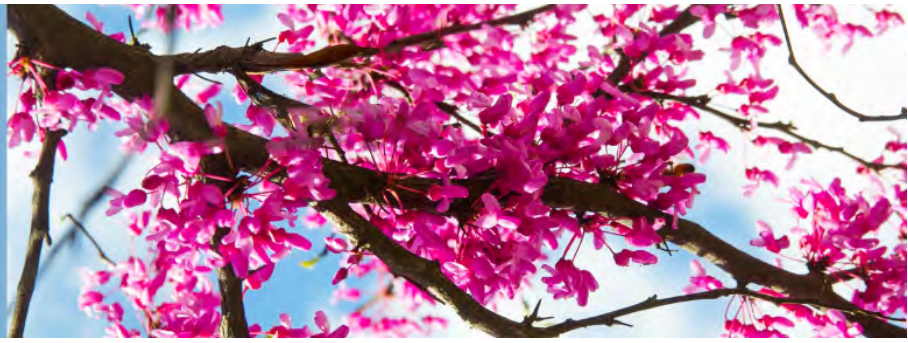
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$111,447	\$0
TOTAL	\$0	\$0	\$111,447	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$260	\$0	\$14,916	\$2,085
TOTAL	\$260	\$0	\$14,916	\$2,085

Fire Training

FY 2024-2025 Budget



Division Description

The Fire Training division is responsible for equipping Shawnee firefighters with the skills necessary to protect our citizens while also staying safe themselves.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
TRAINING OFFICER	1	1	1
FTE	1	1	1

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$274,377	\$394,043	\$390,543	\$251,423
CAPITAL IMPROVEMENT FUND	\$11,204	\$13,500	\$13,500	\$23,500
TOTAL	\$285,581	\$407,543	\$404,043	\$274,923

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

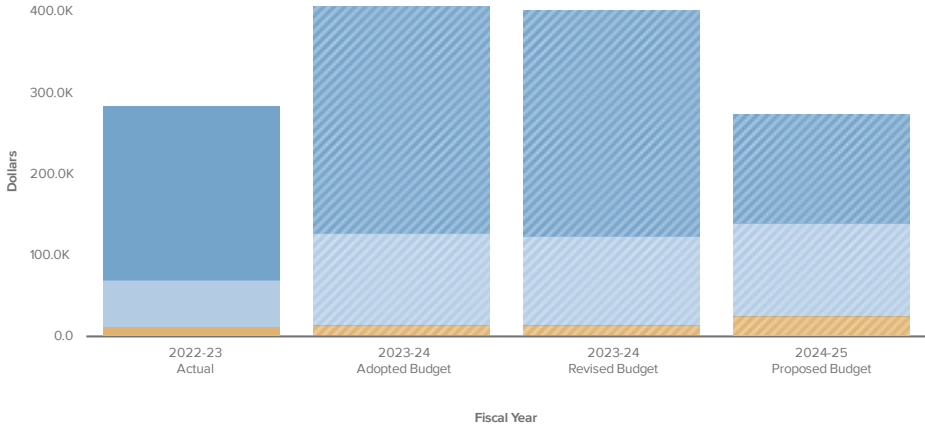
Broken down by
Expenses FIRE TRAINING



Sort Large to Small

- Personnel Services
- Other Services & Charges
- Capital Outlay
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$215,192	\$279,700	\$279,700	\$134,080
Materials & Supplies	\$2,153	\$1,900	\$1,900	\$2,150
Other Services & Charges	\$57,032	\$112,443	\$108,943	\$115,193
Capital Outlay	\$11,204	\$13,500	\$13,500	\$23,500
TOTAL	\$285,581	\$407,543	\$404,043	\$274,923

Expenditure Breakdown by Fund and Account Type

General Fund

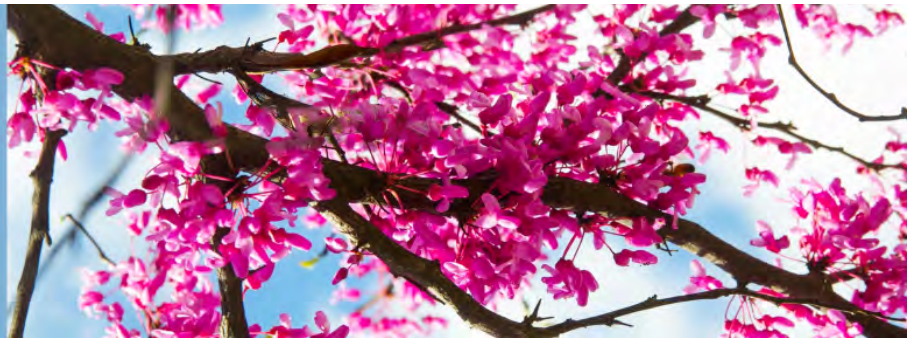
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$215,192	\$279,700	\$279,700	\$134,080
Other Services & Charges	\$57,032	\$112,443	\$108,943	\$115,193
Materials & Supplies	\$2,153	\$1,900	\$1,900	\$2,150
TOTAL	\$274,377	\$394,043	\$390,543	\$251,423

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$11,204	\$13,500	\$13,500	\$23,500
TOTAL	\$11,204	\$13,500	\$13,500	\$23,500

Human Resources

FY 2024-2025 Budget



Division Description

Human Resources handles recruitment and staffing, organizational and employee development, compensation and benefits, human resource management, labor relations, and equal employment opportunities.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
HR DIRECTOR	1	1	1
HR ASST	2	1	1
ASST HR DIRECTOR	0	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$516,758	\$476,833	\$477,671	\$494,059
CAPITAL IMPROVEMENT FUND	\$3,045	\$0	\$0	\$0
TOTAL	\$519,803	\$476,833	\$477,671	\$494,059

Expenditure Breakdown by Account Type

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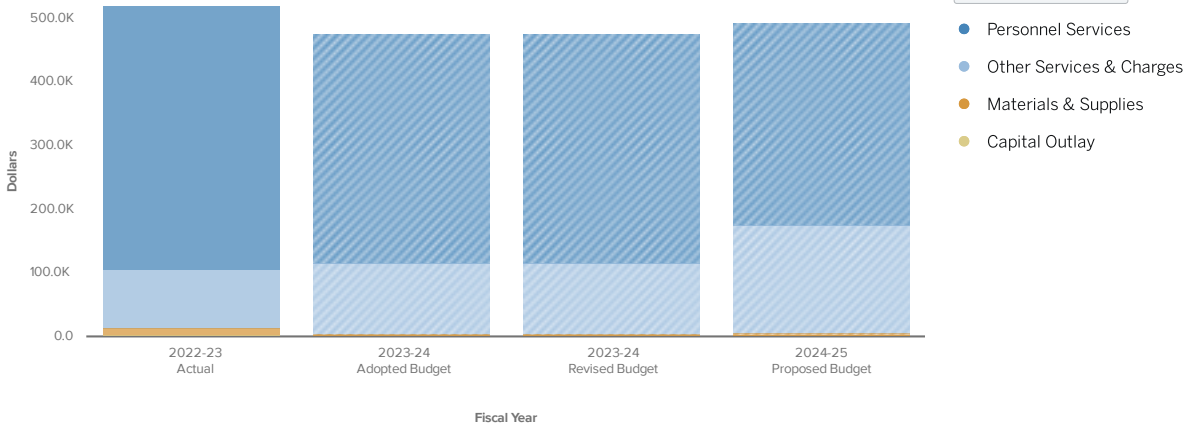
Broken down by

Expenses ▾ HUMAN RESOURCES



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$413,896	\$360,470	\$361,308	\$317,845
Materials & Supplies	\$12,201	\$5,260	\$5,260	\$6,800
Other Services & Charges	\$90,662	\$111,103	\$111,103	\$169,414
Capital Outlay	\$3,045	\$0	\$0	\$0
TOTAL	\$519,803	\$476,833	\$477,671	\$494,059

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$413,896	\$360,470	\$361,308	\$317,845
Other Services & Charges	\$90,662	\$111,103	\$111,103	\$169,414
Materials & Supplies	\$12,201	\$5,260	\$5,260	\$6,800
TOTAL	\$516,758	\$476,833	\$477,671	\$494,059

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$3,045	\$0	\$0	\$0
TOTAL	\$3,045	\$0	\$0	\$0

Information Technology

FY 2024-2025 Budget



Division Description

The Information Technology division oversees the operation, maintenance, deployment, and utilization of all City of Shawnee computers, technical and peripheral equipment, software, web sites, embedded systems, and many other aspects of technology use within the City.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
COMPUTER TECHNICIAN	1	0	0
CHIEF INFO OFFICER	1	1	1
INFO TECH MGR	1	1	1
HELP DESK SPECLIST	1	1	1
TECHNOLOGY SUP SPEC	0	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$570,199	\$595,740	\$595,740	\$652,627
CAPITAL IMPROVEMENT FUND	\$205,101	\$221,700	\$221,700	\$352,350
TOTAL	\$775,300	\$817,440	\$817,440	\$1,004,977

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

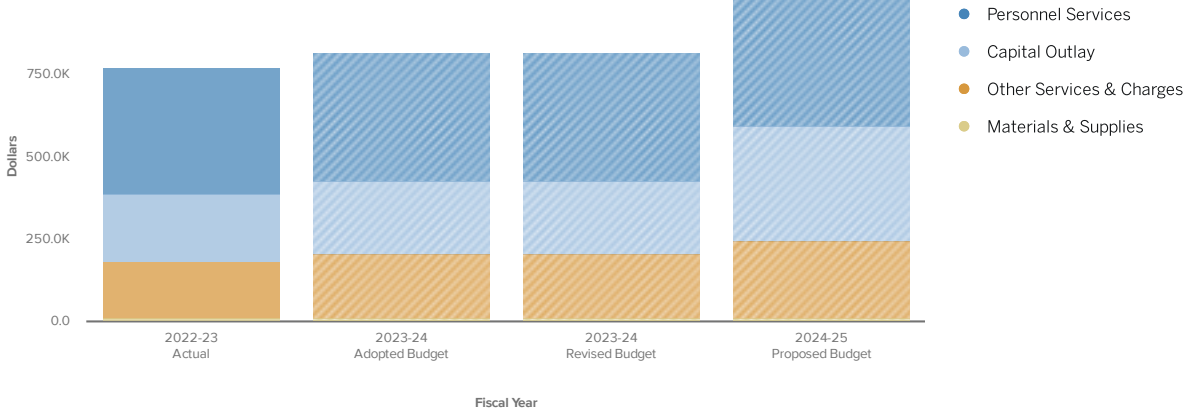
Back History Reset

Broken down by
Expenses INFORMATION TECHNOLOGY



Sort Large to Small

Visualization
1.0M



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$387,745	\$388,970	\$388,970	\$407,357
Materials & Supplies	\$12,218	\$12,600	\$12,600	\$12,600
Other Services & Charges	\$170,236	\$194,170	\$194,170	\$232,670
Capital Outlay	\$205,101	\$221,700	\$221,700	\$352,350
TOTAL	\$775,300	\$817,440	\$817,440	\$1,004,977

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$387,745	\$388,970	\$388,970	\$407,357
Other Services & Charges	\$170,236	\$194,170	\$194,170	\$232,670
Materials & Supplies	\$12,218	\$12,600	\$12,600	\$12,600
TOTAL	\$570,199	\$595,740	\$595,740	\$652,627

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$205,101	\$221,700	\$221,700	\$352,350
TOTAL	\$205,101	\$221,700	\$221,700	\$352,350

Library

FY 2024-2025 Budget

Division Description

The City of Shawnee is responsible for the maintenance and upkeep of the public library, making it accessible to all citizens.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$0	\$147,500	\$147,500	\$150,000
LIBRARY FUND	\$90,689	\$83,576	\$83,576	\$93,376
TOTAL	\$90,689	\$231,076	\$231,076	\$243,376

Expenditure Breakdown by Account Type

Help Share

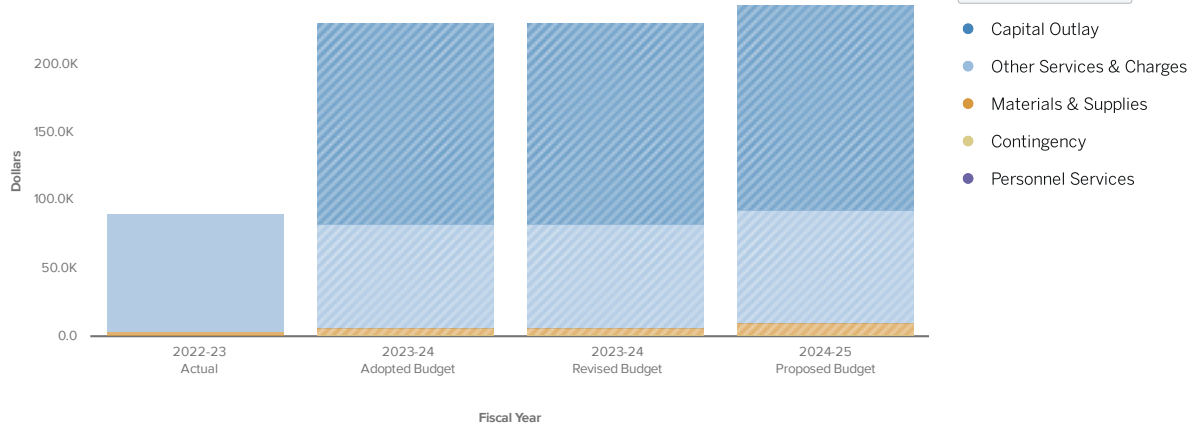
Updated On 7 May, 2024

← Back ↺ History ↻ Reset

Broken down by

Expenses ▼ LIBRARY

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$1,650	\$1,650	\$1,650
Personnel Services	\$345	\$0	\$0	\$0
Materials & Supplies	\$3,619	\$4,100	\$4,100	\$8,100
Other Services & Charges	\$86,725	\$77,826	\$77,826	\$83,626
Capital Outlay	\$0	\$147,500	\$147,500	\$150,000
TOTAL	\$90,689	\$231,076	\$231,076	\$243,376

Expenditure Breakdown by Fund and Account Type

2018 Capital Improvement Fund

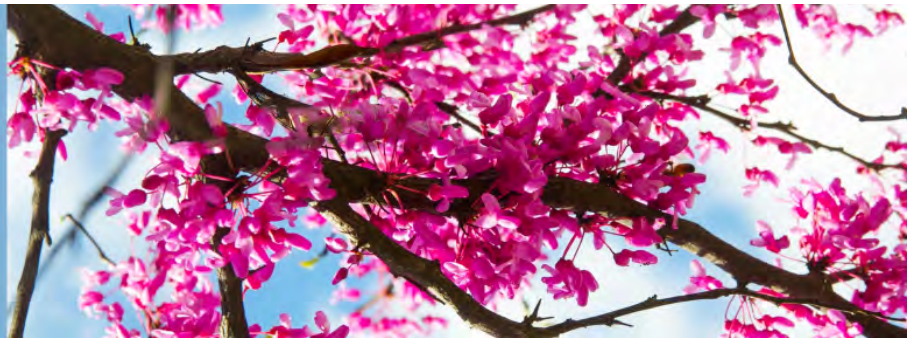
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$147,500	\$147,500	\$150,000
TOTAL	\$0	\$147,500	\$147,500	\$150,000

Library Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$86,725	\$77,826	\$77,826	\$83,626
Materials & Supplies	\$3,619	\$4,100	\$4,100	\$8,100
Contingency	\$0	\$1,650	\$1,650	\$1,650
Personnel Services	\$345	\$0	\$0	\$0
TOTAL	\$90,689	\$83,576	\$83,576	\$93,376

Municipal Court

FY 2024-2025 Budget



Division Description

The Municipal Court hears cases regarding the violation of municipal code, collects fines and fees, and works with the community to offer community service for offenders.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
JUV PROSECUTOR	1	1	1
COURT RECORD CLERK	2	2	2
COURT CLERK	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$406,911	\$488,228	\$489,241	\$483,278
TOTAL	\$406,911	\$488,228	\$489,241	\$483,278

Expenditure Breakdown By Account Type

Updated On 7 May, 2024

Back History Reset

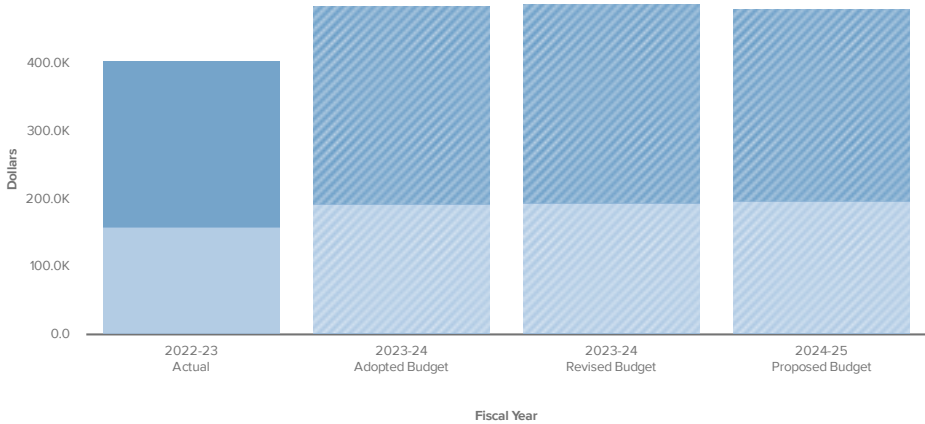
Broken down by Expenses MUNICIPAL COURT



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$247,124	\$294,110	\$294,110	\$284,694
Personnel Services	\$158,753	\$192,618	\$193,631	\$197,084
Materials & Supplies	\$1,034	\$1,500	\$1,500	\$1,500
TOTAL	\$406,911	\$488,228	\$489,241	\$483,278

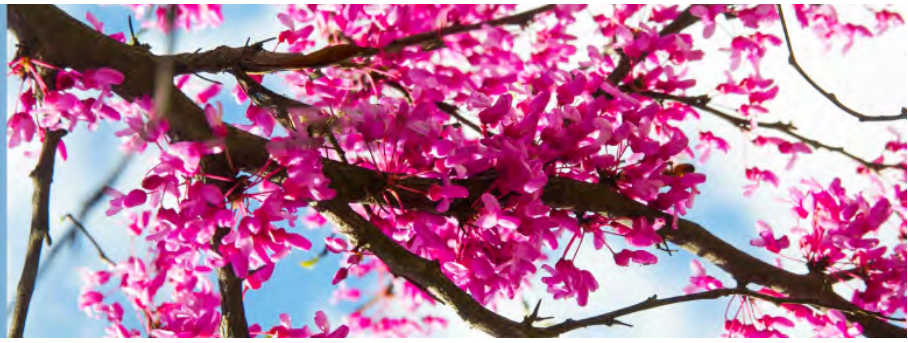
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$247,124	\$294,110	\$294,110	\$284,694
Personnel Services	\$158,753	\$192,618	\$193,631	\$197,084
Materials & Supplies	\$1,034	\$1,500	\$1,500	\$1,500
TOTAL	\$406,911	\$488,228	\$489,241	\$483,278

Parks

FY 2024-2025 Budget



Division Description

The City of Shawnee has a park system that consists of 36 parks and over 600 acres of green space, including the Shawnee Twin Lakes. Our parks range in size and landscape, green spaces are expanding for open play.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CREW LEADER	1	1	1
PARKS MAINT 1 - Gate Attendant	1	0	0
PARKS MAINT 1	11	6	6
PARKS MAINT 2	1	6	6
PARKS MAINTENANCE WORKER 1 - PT	0	1	1
FTE	14	14	14

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$6,260,637	\$0	\$1,620,072	\$0
GENERAL FUND	\$919,861	\$995,673	\$1,050,270	\$1,293,103
CAPITAL IMPROVEMENT FUND	\$562,264	\$630,500	\$919,969	\$656,250
INSURANCE RECOVERY FUND	\$0	\$0	\$116,512	\$116,512
TOTAL	\$7,742,763	\$1,626,173	\$3,706,823	\$2,065,865

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

Back History Reset

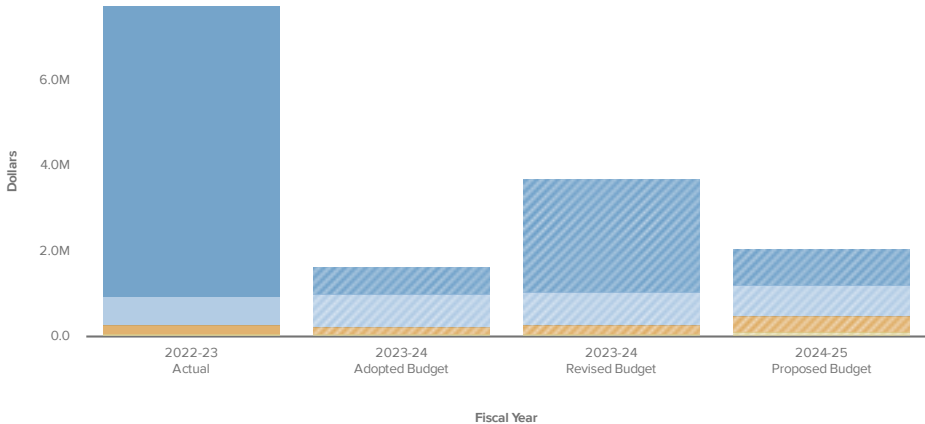
Broken down by Expenses PARKS



Sort Large to Small

- Capital Outlay
- Personnel Services
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$657,581	\$741,913	\$746,280	\$721,873
Materials & Supplies	\$69,249	\$62,300	\$73,358	\$112,000
Other Services & Charges	\$226,822	\$191,460	\$230,632	\$382,980
Capital Outlay	\$6,789,110	\$630,500	\$2,656,553	\$849,012
TOTAL	\$7,742,763	\$1,626,173	\$3,706,823	\$2,065,865

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$657,581	\$741,913	\$746,280	\$721,873
Other Services & Charges	\$178,577	\$191,460	\$230,632	\$382,980
Materials & Supplies	\$69,249	\$62,300	\$73,358	\$112,000
Capital Outlay	\$14,454	\$0	\$0	\$76,250
TOTAL	\$919,861	\$995,673	\$1,050,270	\$1,293,103

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$562,264	\$630,500	\$919,969	\$656,250
TOTAL	\$562,264	\$630,500	\$919,969	\$656,250

2018 Capital Improvement Fund

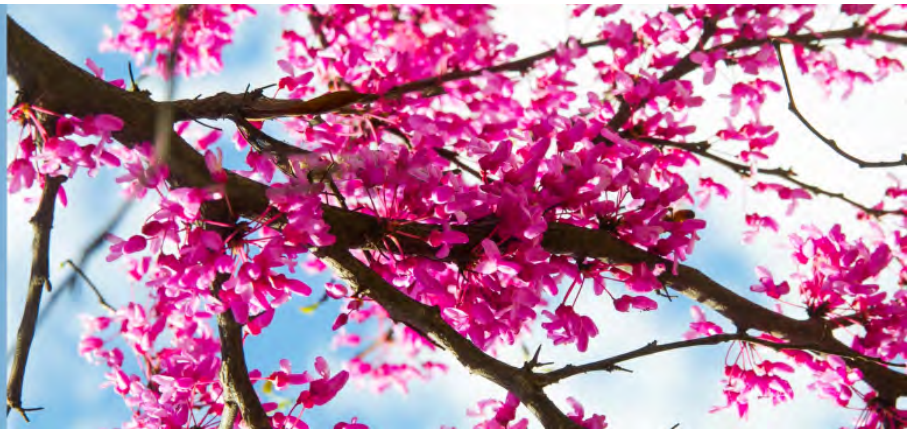
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$6,212,392	\$0	\$1,620,072	\$0
Other Services & Charges	\$48,245	\$0	\$0	\$0
TOTAL	\$6,260,637	\$0	\$1,620,072	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$116,512	\$116,512
TOTAL	\$0	\$0	\$116,512	\$116,512

Police Administration

FY 2024-2025 Budget



Division Description

The Police Administration division includes the office of the Police Chief and Deputy Police Chief, and Police Records.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
BLDG MAINT MGR	0.5	0.5	0.5
POLICE CHIEF	1	1	1
ADMIN ASST	1	1	1
CRIME ANALYST / EVIDENCE CLERK	0.5	0.5	0.5
DPTY CHIEF/ MAJOR	1	1	1
POLICE REC CLERK 2	1	1	1
POLICE REC SUPV	1	1	1
RADIO/FLEET TECH	0	0.5	0.5
FTE	6	6.5	6.5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$623,410	\$669,000	\$671,072	\$674,389
TOTAL	\$623,410	\$669,000	\$671,072	\$674,389

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

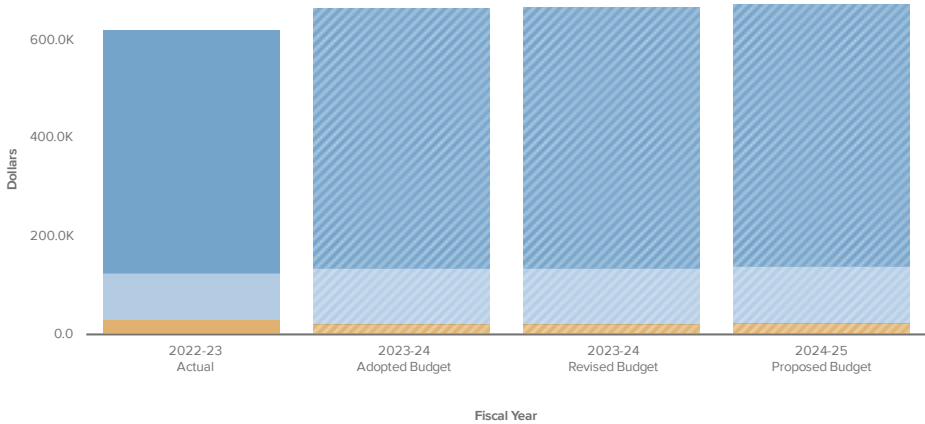
Broken down by Expenses POLICE ADMINISTRATION



Sort Large to Small

- Personnel Services
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$495,525	\$533,015	\$534,939	\$533,524
Materials & Supplies	\$32,771	\$22,950	\$23,056	\$24,630
Other Services & Charges	\$95,113	\$113,035	\$113,077	\$116,235
TOTAL	\$623,410	\$669,000	\$671,072	\$674,389

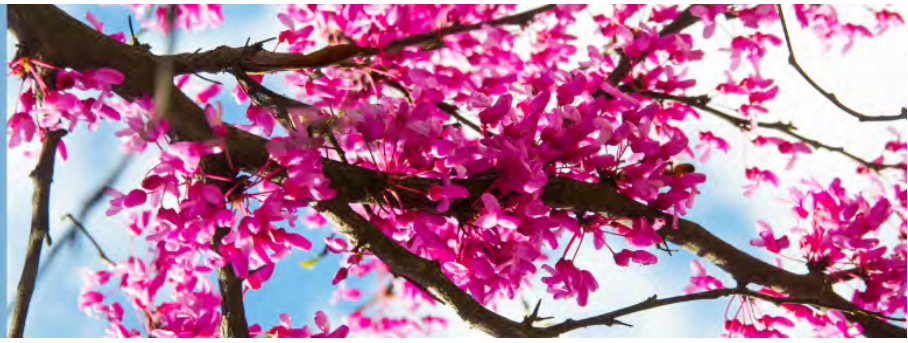
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$495,525	\$533,015	\$534,939	\$533,524
Other Services & Charges	\$95,113	\$113,035	\$113,077	\$116,235
Materials & Supplies	\$32,771	\$22,950	\$23,056	\$24,630
TOTAL	\$623,410	\$669,000	\$671,072	\$674,389

Police Patrol

FY 2024-2025 Budget



Division Description

The Police Patrol division includes patrol officers are responsible for the 24-hour response to emergency calls, non-emergency calls, proactive patrols, and community oriented policing as well as those officers who are assigned to tasks forces addressing specific needs of the community.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CAPTAIN	2	2	2
POLICE OFFICER	27	27	27
SERGEANT	9	11	11
LIEUTENANT	4	4	4
CORPORAL	19	24	24
FTE	61	68	68

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$6,914,796	\$6,708,230	\$6,867,767	\$7,577,341
CAPITAL IMPROVEMENT FUND	\$257,427	\$404,671	\$440,869	\$621,390
GRANT FUND	\$93,131	\$273,500	\$295,060	\$215,000
INSURANCE RECOVERY FUND	\$925	\$0	\$154,777	\$153,853
2018 CAPITAL IMPROVEMENT FUND	\$2,180	\$0	\$0	\$0
TOTAL	\$7,268,459	\$7,386,401	\$7,758,473	\$8,567,584

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

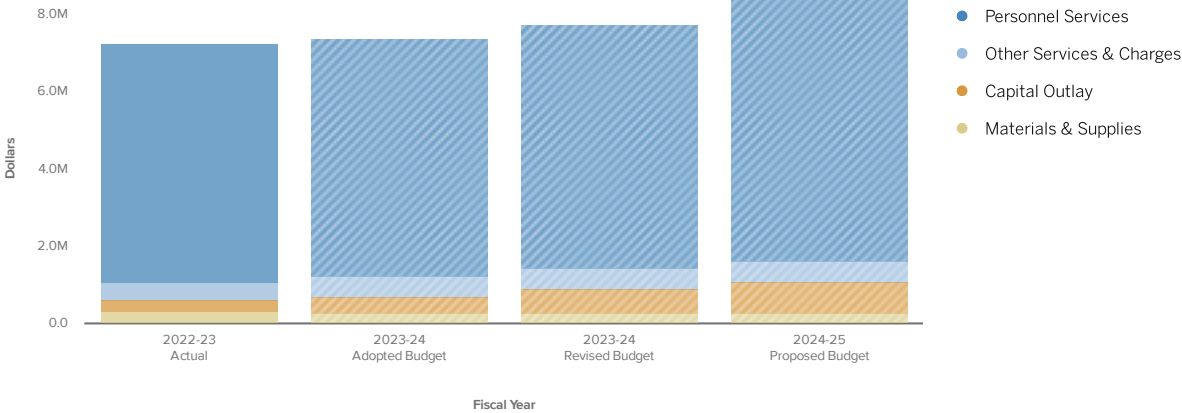
Back History Reset

Broken down by
Expenses POLICE PATROL



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$6,198,035	\$6,143,142	\$6,294,173	\$6,924,926
Other Services & Charges	\$456,565	\$536,702	\$546,751	\$560,529
Capital Outlay	\$280,654	\$404,671	\$617,206	\$775,243
Materials & Supplies	\$333,204	\$301,886	\$300,343	\$306,886
TOTAL	\$7,268,459	\$7,386,401	\$7,758,473	\$8,567,584

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$6,170,927	\$6,003,142	\$6,164,086	\$6,824,926
Other Services & Charges	\$412,572	\$423,202	\$423,338	\$465,529
Materials & Supplies	\$311,174	\$281,886	\$280,343	\$286,886
Capital Outlay	\$20,123	\$0	\$0	\$0
TOTAL	\$6,914,796	\$6,708,230	\$6,867,767	\$7,577,341

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$257,427	\$404,671	\$440,869	\$621,390
TOTAL	\$257,427	\$404,671	\$440,869	\$621,390

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$2,180	\$0	\$0	\$0
TOTAL	\$2,180	\$0	\$0	\$0

Grant Fund

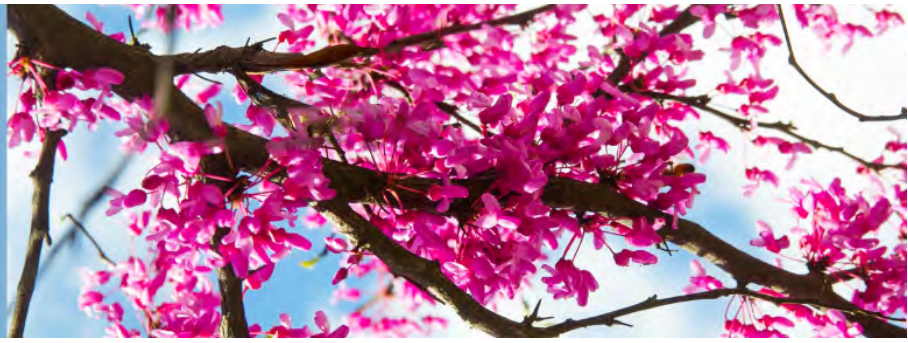
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$27,108	\$140,000	\$130,087	\$100,000
Other Services & Charges	\$43,993	\$113,500	\$123,413	\$95,000
Materials & Supplies	\$22,030	\$20,000	\$20,000	\$20,000
Capital Outlay	\$0	\$0	\$21,560	\$0
TOTAL	\$93,131	\$273,500	\$295,060	\$215,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$925	\$0	\$154,777	\$153,853
TOTAL	\$925	\$0	\$154,777	\$153,853

Recreation

FY 2024-2025 Budget



Division Description

The Recreation Division manages the operation of the Senior Recreation Center and Community Center. Alongside facility management, this division provides programming in not only the facilities, but throughout the park system. These opportunities include Senior Programming as well as Youth and Family events.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
RECREATION AIDE	2.5	2.5	2.5
REC FACILITY SUPV	1	1	1
Special Events and Volunteer Supervisor	0	1	1
PARKS & RECS MANAGER	0	1	1
ADMIN ASST	0	1	1
FTE	3.5	6.5	6.5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$47,112	\$1,135,000	\$1,135,000	\$0
GENERAL FUND	\$203,434	\$481,219	\$493,149	\$532,991
GRANT FUND	\$0	\$16,000	\$16,000	\$21,500
TOTAL	\$250,546	\$1,632,219	\$1,644,149	\$554,491

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

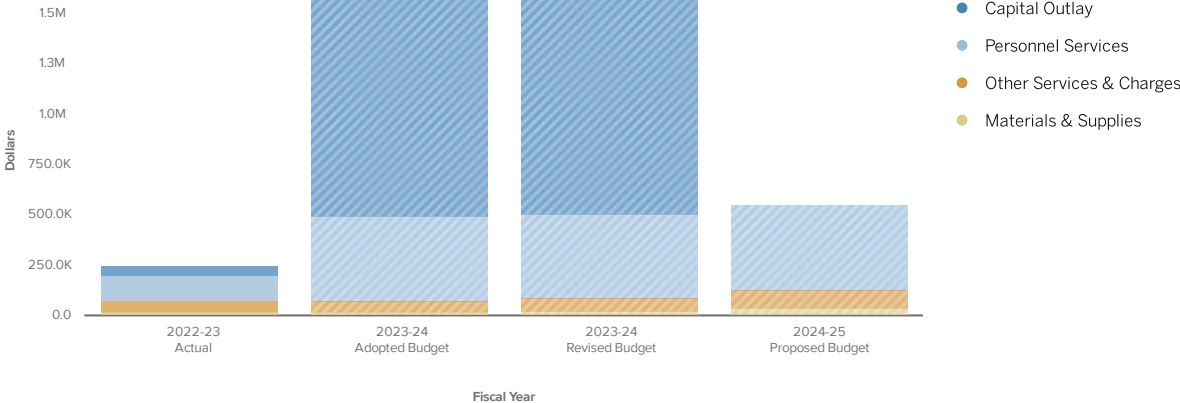
Back History Reset

Broken down by Expenses MUNICIPAL AUDITORIUM



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$125,645	\$422,626	\$421,976	\$427,448
Materials & Supplies	\$19,299	\$22,350	\$26,900	\$40,400
Other Services & Charges	\$58,490	\$52,243	\$60,273	\$86,643
Capital Outlay	\$47,112	\$1,135,000	\$1,135,000	\$0
TOTAL	\$250,546	\$1,632,219	\$1,644,149	\$554,491

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$125,645	\$406,626	\$406,626	\$409,948
Other Services & Charges	\$58,490	\$52,243	\$59,623	\$86,643
Materials & Supplies	\$19,299	\$22,350	\$26,900	\$36,400
TOTAL	\$203,434	\$481,219	\$493,149	\$532,991

2018 Capital Improvement Fund

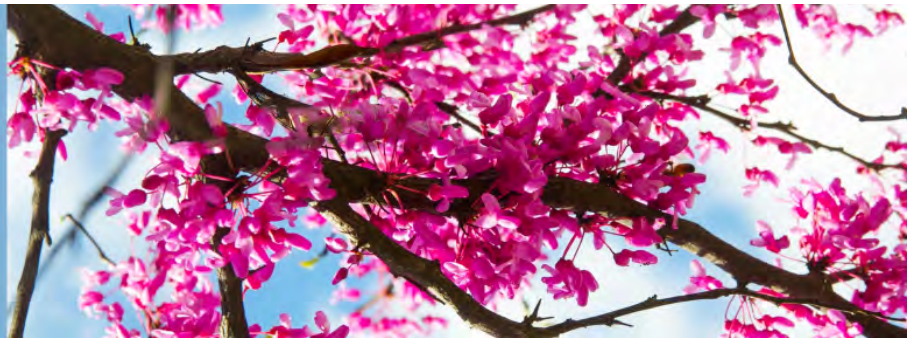
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$47,112	\$1,135,000	\$1,135,000	\$0
TOTAL	\$47,112	\$1,135,000	\$1,135,000	\$0

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$0	\$16,000	\$15,350	\$17,500
Materials & Supplies	\$0	\$0	\$0	\$4,000
Other Services & Charges	\$0	\$0	\$650	\$0
TOTAL	\$0	\$16,000	\$16,000	\$21,500

Shawnee Splash

FY 2024-2025 Budget



Division Description

The Shawnee Splash division consists of a outdoor complex featuring a shallow play area, regulation pool area, spray ground area, diving area, climbing wall, slides, restrooms, showers & dressing areas, concession with covered deck, 1m & 3m diving boards, basketball goal, floatables, bench with sunshades and much more.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
RECREATION MANAGER	1	0	0
Aquatics Supervisor	1	1	1
FTE	2	1	1

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AQUATIC CENTER	\$493,725	\$385,948	\$388,352	\$487,497
INSURANCE RECOVERY FUND	\$0	\$0	\$75,519	\$71,393
CAPITAL IMPROVEMENT FUND	\$2,393	\$3,000	\$3,000	\$17,500
TOTAL	\$496,118	\$388,948	\$466,871	\$576,390

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

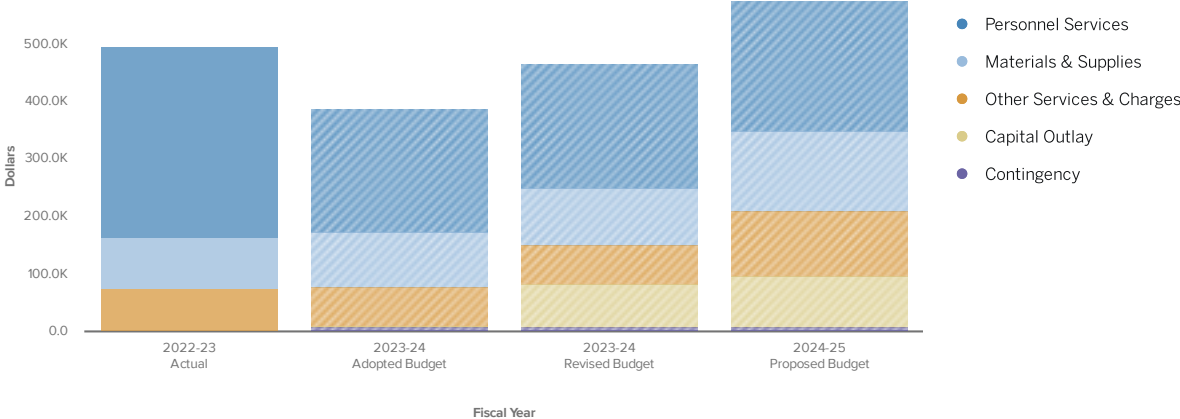
Back History Reset

Broken down by
Expenses POOL



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$8,500	\$8,500	\$8,500
Personnel Services	\$330,976	\$215,631	\$215,631	\$226,930
Materials & Supplies	\$88,497	\$94,600	\$98,411	\$138,850
Other Services & Charges	\$74,252	\$67,216	\$69,936	\$113,217
Capital Outlay	\$2,393	\$3,000	\$74,392	\$88,893
TOTAL	\$496,118	\$388,948	\$466,871	\$576,390

Expenditure Breakdown by Fund and Account Type

Aquatic Center Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$330,976	\$215,631	\$215,631	\$226,930
Materials & Supplies	\$88,497	\$94,600	\$98,411	\$138,850
Other Services & Charges	\$74,252	\$67,216	\$65,809	\$113,217
Contingency	\$0	\$8,500	\$8,500	\$8,500
TOTAL	\$493,725	\$385,948	\$388,352	\$487,497

Insurance Recovery Fund

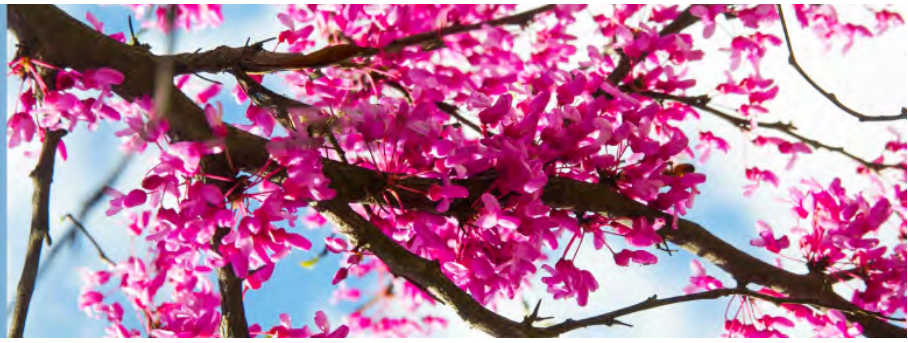
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$71,392	\$71,393
Other Services & Charges	\$0	\$0	\$4,127	\$0
TOTAL	\$0	\$0	\$75,519	\$71,393

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$2,393	\$3,000	\$3,000	\$17,500
TOTAL	\$2,393	\$3,000	\$3,000	\$17,500

Streets

FY 2024-2025 Budget



Division Description

The Street Maintenance division maintains hundreds of miles of streets and roads. Pothole patching, crack sealing, concrete slab replacement, curb repair, ditch and creek cleaning, maintenance of unpaved roadways are some of the services provided. The division is also responsible for de-icing streets and bridges and for snow plowing.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
STREET SUPT	1	1	1
STREET SUPV	1	1	1
CREW LEADER	1	1	1
STREET MAINT 1	6	4	4
STREET MAINT 2	1	2	2
STREET MAINT 3	4	5	5
FTE	14	14	14

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
STREET IMPROVEMENT FUND	\$1,254,268	\$2,507,000	\$2,850,664	\$6,915,000
2018 CAPITAL IMPROVEMENT FUND	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
GENERAL FUND	\$1,120,355	\$1,151,498	\$1,223,746	\$1,192,147
STREET & ALLEY FUND	\$545,705	\$478,900	\$478,900	\$558,900
CAPITAL IMPROVEMENT FUND	\$67,863	\$535,000	\$535,000	\$430,000
GRANT FUND	\$0	\$0	\$34,625	\$0
TOTAL	\$3,044,345	\$8,252,398	\$8,683,935	\$10,108,047

Ependiture Breakdown by Account Type

← Back History Reset

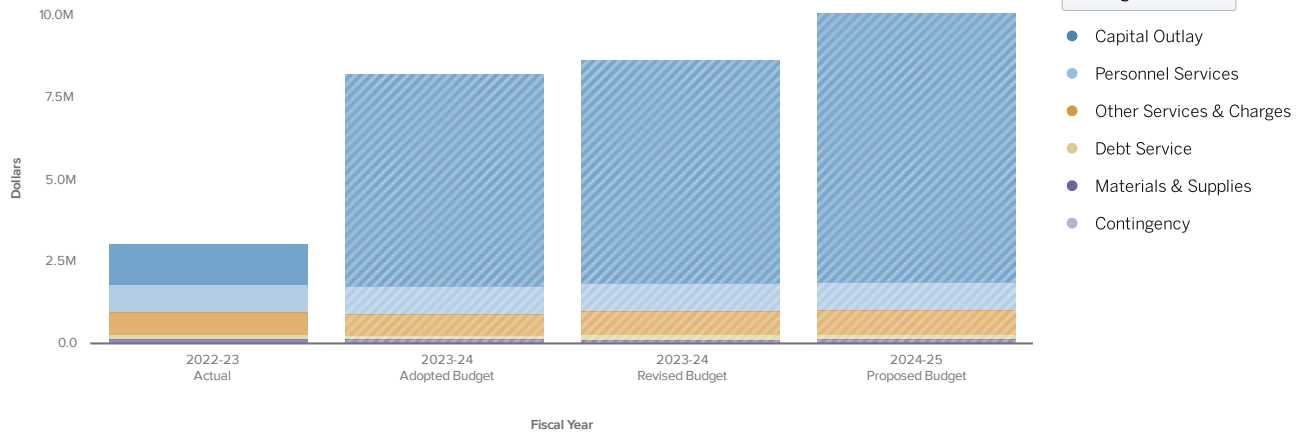
Broken down by

Expenses STREETS



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$8,900	\$8,900	\$8,900
Personnel Services	\$806,647	\$853,944	\$853,944	\$853,157
Materials & Supplies	\$145,206	\$143,550	\$133,743	\$149,550
Other Services & Charges	\$714,207	\$624,004	\$706,059	\$739,440
Capital Outlay	\$1,238,727	\$6,475,000	\$6,821,922	\$8,210,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
TOTAL	\$3,044,345	\$8,252,398	\$8,683,935	\$10,108,047

Ependiture Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$806,647	\$853,944	\$853,944	\$853,157
Other Services & Charges	\$168,502	\$154,004	\$236,059	\$189,440
Materials & Supplies	\$145,206	\$143,550	\$133,743	\$149,550
TOTAL	\$1,120,355	\$1,151,498	\$1,223,746	\$1,192,147

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$67,863	\$535,000	\$535,000	\$430,000
TOTAL	\$67,863	\$535,000	\$535,000	\$430,000

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
TOTAL	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000

Street & Alley Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$545,705	\$470,000	\$470,000	\$550,000
Contingency	\$0	\$8,900	\$8,900	\$8,900
TOTAL	\$545,705	\$478,900	\$478,900	\$558,900

Street Improvement Fund

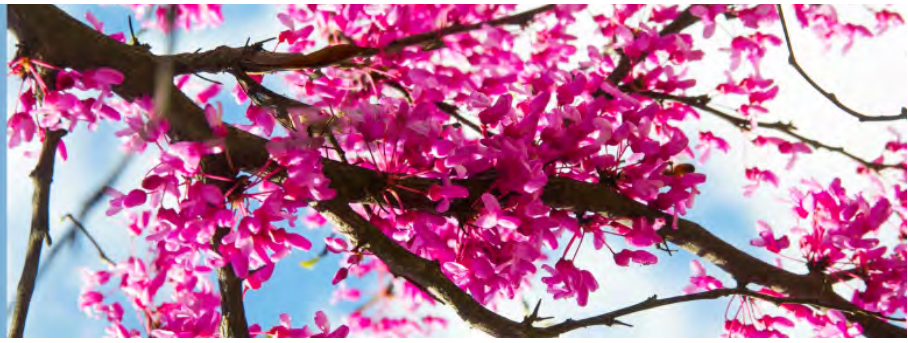
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$1,114,711	\$2,360,000	\$2,691,297	\$6,768,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
TOTAL	\$1,254,268	\$2,507,000	\$2,850,664	\$6,915,000

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$34,625	\$0
TOTAL	\$0	\$0	\$34,625	\$0

Tourism

FY 2024-2025 Budget



Division Description

The Tourism Department is responsible for encouraging, promoting and fostering visitor and tourism conventions, conferences and tourism development in the city and the solicitation of visitor attractions, events, tourism, conferences, conventions and meetings in the city.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
TRAVEL INDUSTRY COMMUNICATIONS MANAGER	1	1	1
DIR OF TOURISM	1	1	1
FTE	2	2	2

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
HOTEL/MOTEL SURCHARGE FUND	\$570,859	\$474,674	\$593,808	\$589,923
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Expenditure Breakdown by Account Type

← Back History Reset

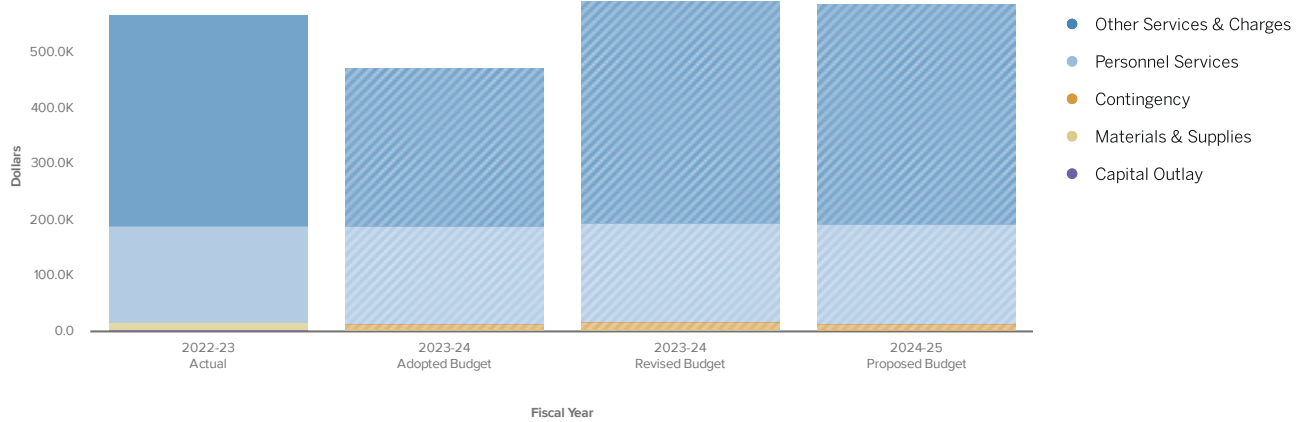
Broken down by

Expenses TOURISM



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Contingency	\$0	\$9,400	\$11,671	\$11,554
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Capital Outlay	\$4,315	\$0	\$0	\$0
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

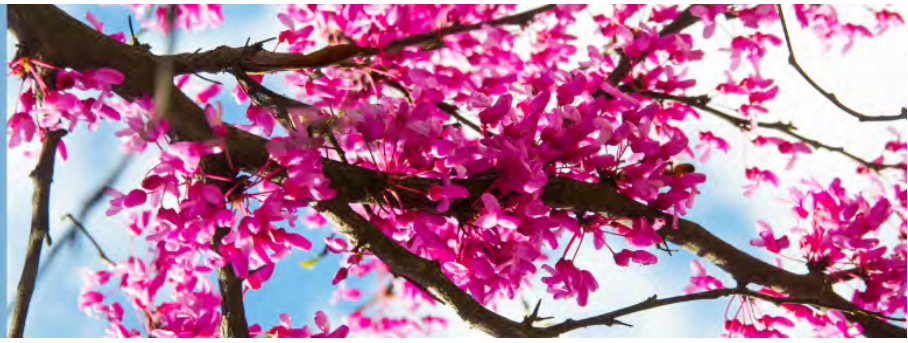
Expenditure Breakdown by Fund and Account Type

Hotel/Motel Surcharge Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Contingency	\$0	\$9,400	\$11,671	\$11,554
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Capital Outlay	\$4,315	\$0	\$0	\$0
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Traffic Control

FY 2024-2025 Budget



Division Description

The Traffic Control division maintains all traffic signals and is responsible for the installation and maintenance of hundreds of traffic signs and pavement markings. Staff also provides work zone controls at all construction areas involving other departments within the City.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
TRAFFIC MAINT 2	2	2	2
TRAFFIC CONT SUPV	1	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$337,222	\$311,014	\$572,050	\$336,937
STREET IMPROVEMENT FUND	\$145,023	\$335,000	\$479,728	\$420,000
CAPITAL IMPROVEMENT FUND	\$54,441	\$0	\$0	\$70,000
TOTAL	\$536,686	\$646,014	\$1,051,778	\$826,937

Expenditure Breakdown by Account Type

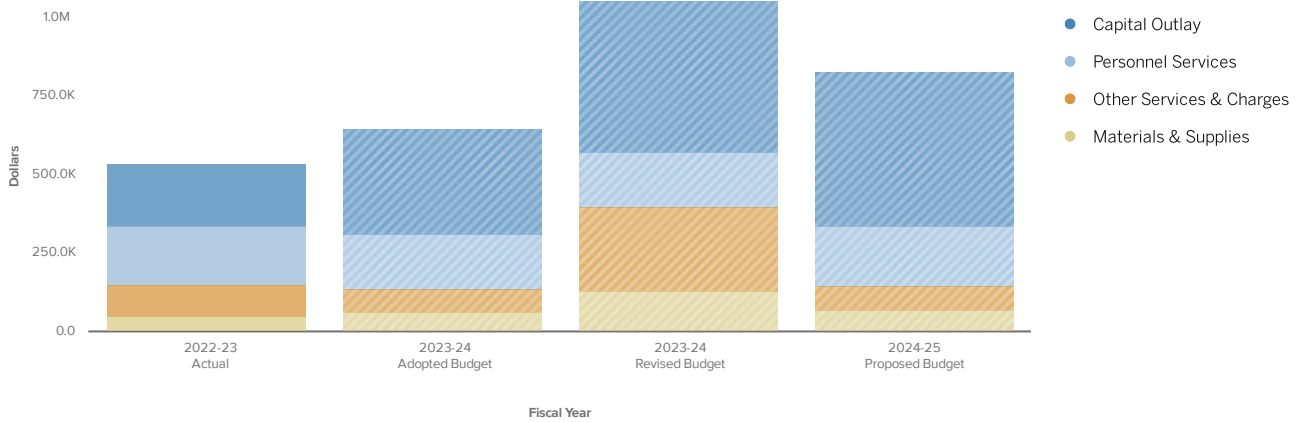
← Back History Reset

Broken down by

Expenses TRAFFIC CONTROL



Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$187,345	\$176,396	\$176,396	\$190,069
Materials & Supplies	\$50,306	\$62,250	\$129,786	\$69,750
Other Services & Charges	\$99,571	\$72,368	\$265,868	\$77,118
Capital Outlay	\$199,464	\$335,000	\$479,728	\$490,000
TOTAL	\$536,686	\$646,014	\$1,051,778	\$826,937

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$187,345	\$176,396	\$176,396	\$190,069
Other Services & Charges	\$99,571	\$72,368	\$265,868	\$77,118
Materials & Supplies	\$50,306	\$62,250	\$129,786	\$69,750
TOTAL	\$337,222	\$311,014	\$572,050	\$336,937

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$54,441	\$0	\$0	\$70,000
TOTAL	\$54,441	\$0	\$0	\$70,000

Street Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$145,023	\$335,000	\$479,728	\$420,000
TOTAL	\$145,023	\$335,000	\$479,728	\$420,000

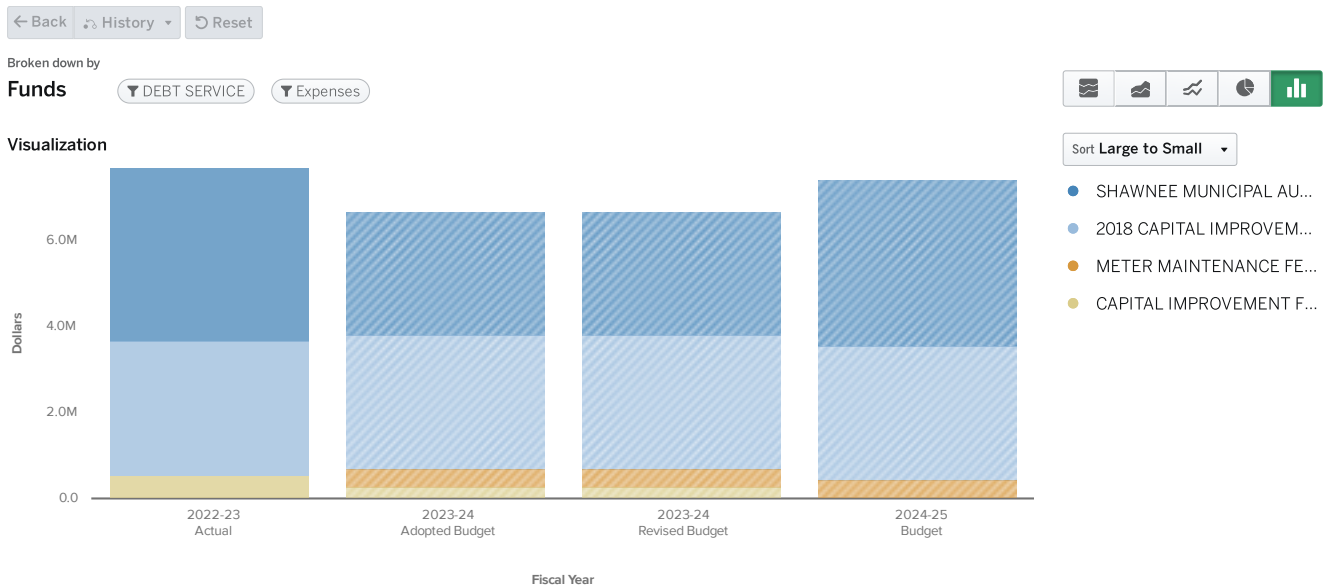
Debt Service

FY 2024-2025 Budget

Description

The City uses notes and other financial instruments to more quickly repair, replace, and build needed infrastructure and purchase other necessary assets. Before financing is pursued, analysis is done to ensure financial feasibility and sustainability.

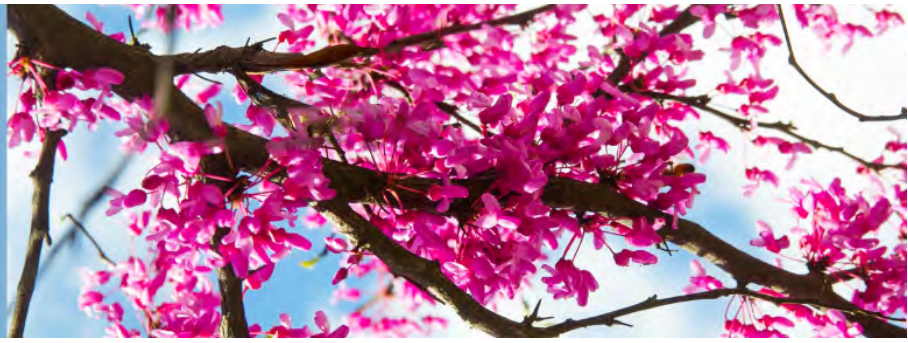
EXPENDITURE BREAKDOWN BY FUND



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CAPITAL IMPROVEMENT FUND	\$549,499	\$279,443	\$279,443	\$0
2018 CAPITAL IMPROVEMENT FUND	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
SHAWNEE MUNICIPAL AUTHORITY	\$4,024,899	\$2,858,747	\$2,858,747	\$3,860,136
METER MAINTENANCE FEE FUND	\$0	\$431,793	\$431,793	\$433,274
TOTAL	\$7,693,856	\$6,688,552	\$6,688,552	\$7,416,104

Expo Operations

FY 2024-2025 Budget



Division Description

The division provides for the operation of the Expo through the funding of the City contract with Spectra, the Expo management company.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$1,131,559	\$928,948	\$928,948	\$944,250
GRANT FUND	\$0	\$0	\$94,345	\$0
2018 CAPITAL IMPROVEMENT FUND	\$272,608	\$100,000	\$125,600	\$100,000
INSURANCE RECOVERY FUND	\$0	\$0	\$626,671	\$626,671
TOTAL	\$1,404,166	\$1,028,948	\$1,775,564	\$1,670,921

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

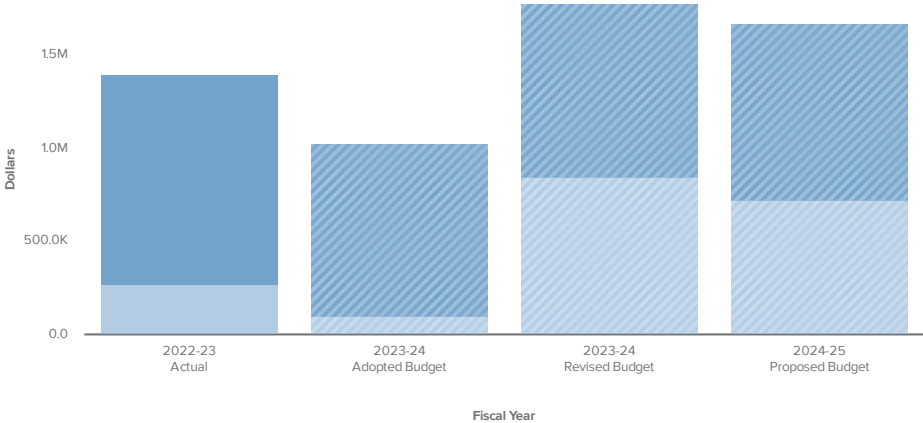
Broken down by Expenses EXPO CENTER



Sort Large to Small

- Other Services & Charges
- Capital Outlay

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$1,131,559	\$928,948	\$928,948	\$944,250
Capital Outlay	\$272,608	\$100,000	\$846,616	\$726,671
TOTAL	\$1,404,166	\$1,028,948	\$1,775,564	\$1,670,921

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$1,131,559	\$928,948	\$928,948	\$944,250
TOTAL	\$1,131,559	\$928,948	\$928,948	\$944,250

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$94,345	\$0
TOTAL	\$0	\$0	\$94,345	\$0

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$272,608	\$100,000	\$125,600	\$100,000
TOTAL	\$272,608	\$100,000	\$125,600	\$100,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$626,671	\$626,671
TOTAL	\$0	\$0	\$626,671	\$626,671

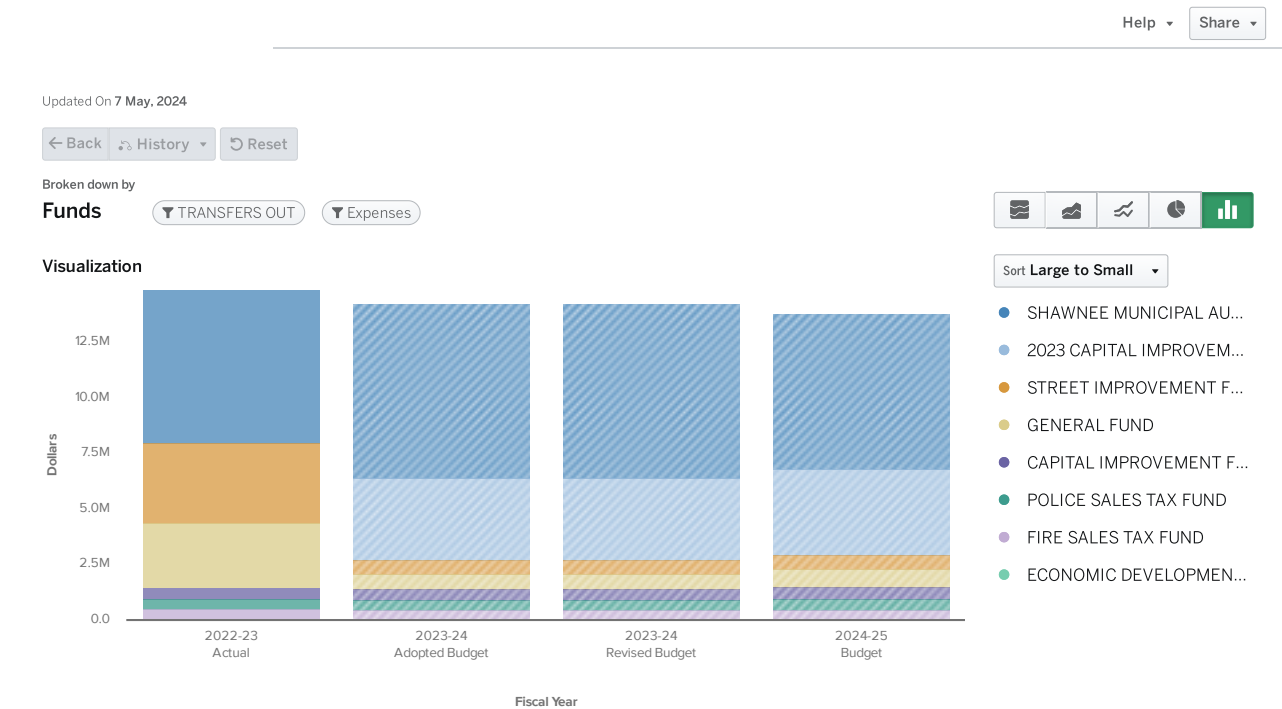
Transfers Out

FY 2024-2025 Budget

Description

The Transfers division allows for funds to be legally transferred for appropriate usage and best allocation of resources.

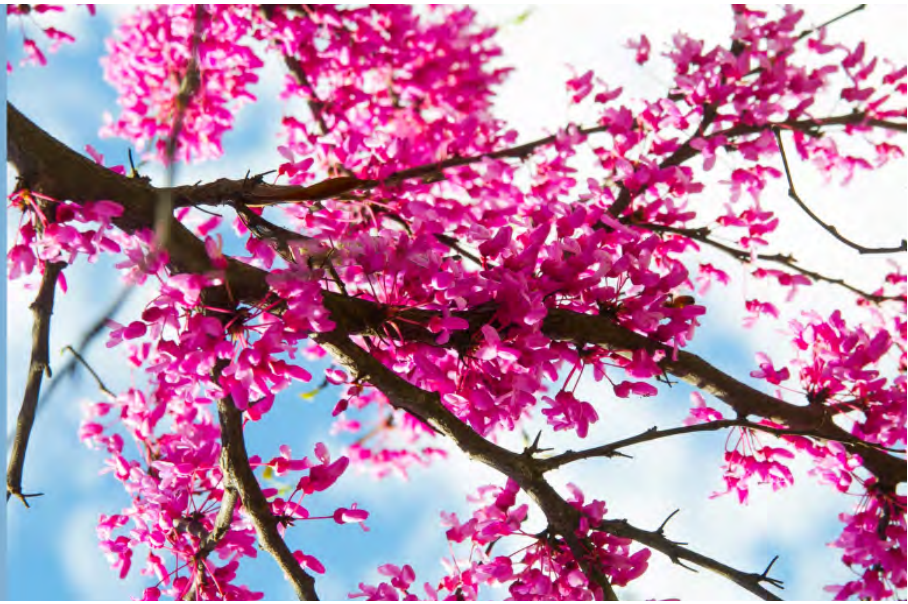
Expenditure Breakdown by Fund



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$2,899,270	\$696,948	\$696,948	\$867,554
ECONOMIC DEVELOPMENT FUND	\$42,500	\$0	\$0	\$0
POLICE SALES TAX FUND	\$476,372	\$459,131	\$459,131	\$486,182
FIRE SALES TAX FUND	\$476,372	\$459,131	\$459,131	\$486,182
2023 CAPITAL IMPROVEMENT FUND	\$0	\$3,672,115	\$3,672,115	\$3,889,453
CAPITAL IMPROVEMENT FUND	\$500,000	\$500,000	\$500,000	\$500,000
STREET IMPROVEMENT FUND	\$3,600,000	\$600,000	\$600,000	\$600,000
SHAWNEE MUNICIPAL AUTHORITY	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TOTAL	\$14,854,514	\$14,260,783	\$14,260,783	\$13,802,428

Workers' Compensation Self-Insurance Fund

FY 2024-2025 Budget



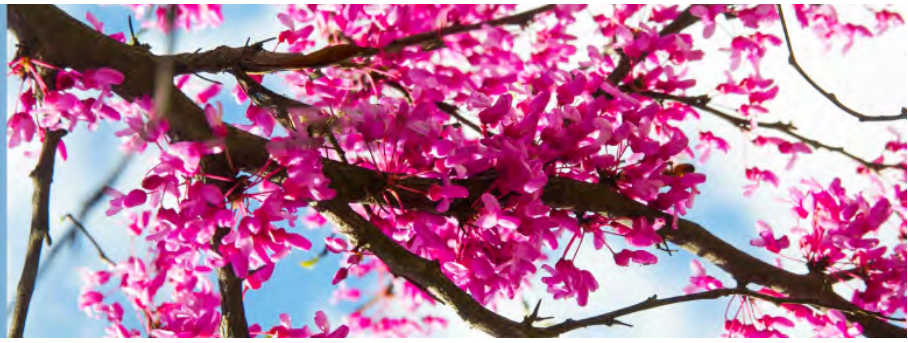
Division Description

The Workers' Compensation Self-Insurance division accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis.

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Other Revenue	\$1,767	\$0	\$0	\$0
Transfers In	\$452,810	\$724,484	\$724,484	\$828,582
REVENUES TOTAL	\$454,577	\$724,484	\$724,484	\$828,582
Expenses				
Other Services & Charges	\$446,258	\$724,484	\$724,484	\$828,582
EXPENSES TOTAL	\$446,258	\$724,484	\$724,484	\$828,582
REVENUES LESS EXPENSES	\$8,319	\$0	\$0	\$0

Airport

FY 2024-2025 Budget



Division Description

The Shawnee Airport Authority is a public trust created in 1974 under the terms of the Oklahoma Trust Act and is the governing and authorizing body with responsibility for the Shawnee Regional Airport properties, equipment, and finances. The Airport consists of approximately 500 acres of land on the airfield supporting a 5,997-foot runway. Three full-time and two part-time staff members support daily operations and maintenance of the airport, ensure compliance with federal and state aviation regulations, manage capital projects, administer federal and state grant programs, airport revenues and expenses, tenant leases and commercial service agreements. The airport also owns several parcels of real property in the community surrounding the airfield.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
AIRPORT MAINT 1	3	3	0
AIRPORT MANAGER	1	1	1
AIRPORT LINE AGENT	0	0	1
AIRPORT OPERATIONS COORDINATOR	0	0	2
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
GRANT FUND	\$0	\$0	\$110,586	\$0
SHAWNEE AIRPORT AUTHORITY	\$845,983	\$2,095,111	\$2,107,189	\$2,528,949
INSURANCE RECOVERY FUND	\$0	\$0	\$1,005,550	\$0
TOTAL	\$845,983	\$2,095,111	\$3,223,325	\$2,528,949

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

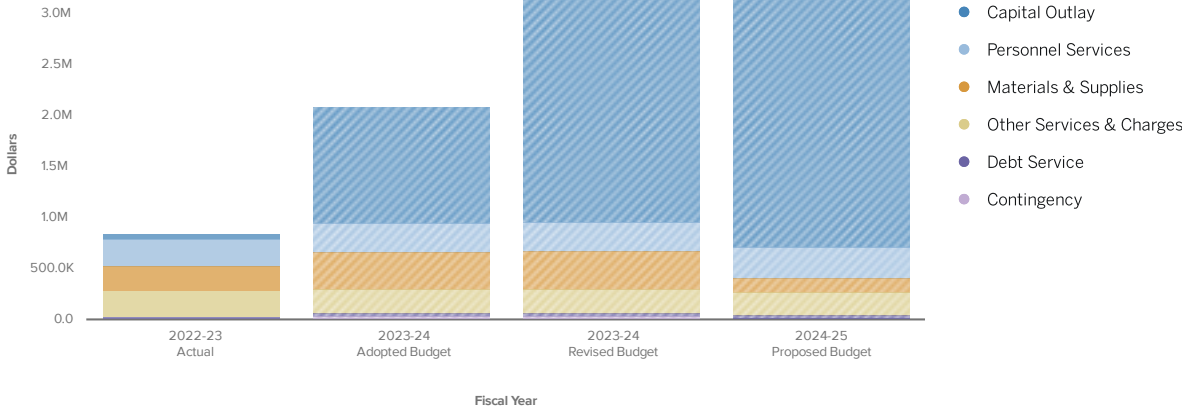
Back History Reset

Broken down by Expenses AIRPORT



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$42,000	\$36,000	\$15,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Capital Outlay	\$51,741	\$1,143,485	\$2,288,679	\$2,442,894
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
TOTAL	\$845,983	\$2,095,111	\$3,244,605	\$3,155,118

Expenditure Breakdown by Fund and Account Type

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$131,866	\$0
TOTAL	\$0	\$0	\$131,866	\$0

Shawnee Airport Authority Fund

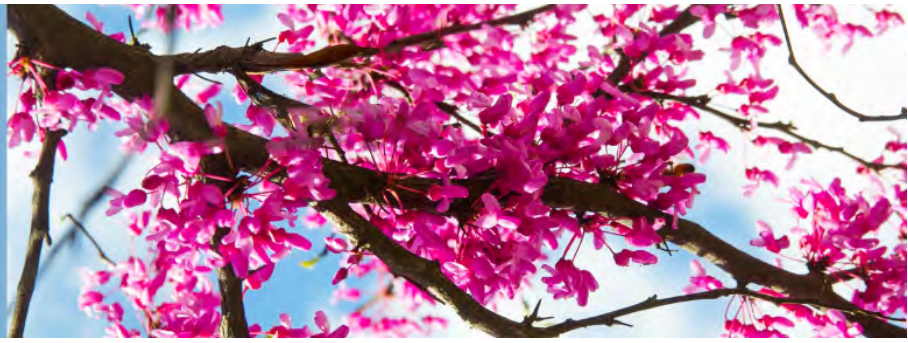
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$51,741	\$1,143,485	\$1,151,263	\$360,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
Contingency	\$0	\$42,000	\$36,000	\$15,000
TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$1,005,550	\$2,082,894
TOTAL	\$0	\$0	\$1,005,550	\$2,082,894

Lake Operations

FY 2024-2025 Budget



Division Description

The Lake Operations division covers cost for maintaining the Twin Lakes including the cost share with the City of McCloud and the Pottawatomie County Development Authority.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$470,000	\$375,000	\$1,470,000
SHAWNEE MUNICIPAL AUTHORITY	\$169,944	\$68,200	\$82,350	\$69,200
INSURANCE RECOVERY FUND	\$0	\$0	\$7,463	\$0
TOTAL	\$169,944	\$538,200	\$464,813	\$1,539,200

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

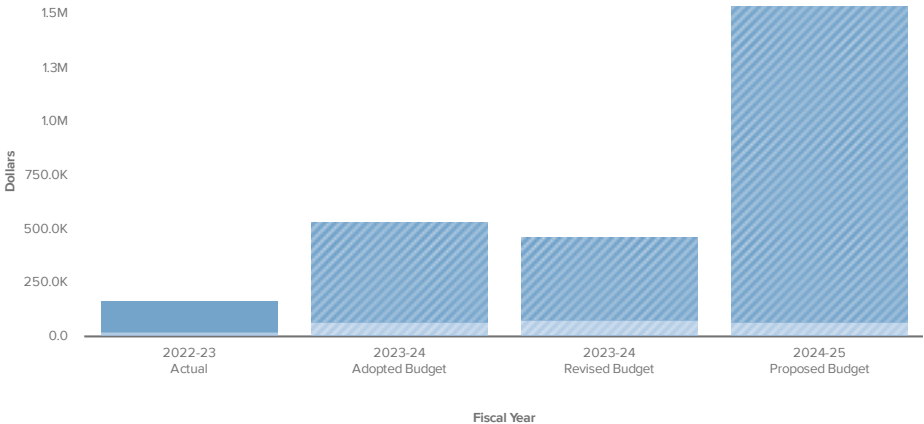
Broken down by
Expenses LAKE OPERATIONS



Sort Large to Small

- Capital Outlay
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Materials & Supplies	\$6,926	\$0	\$0	\$0
Other Services & Charges	\$17,988	\$68,200	\$75,163	\$69,200
Capital Outlay	\$145,030	\$470,000	\$389,650	\$1,470,000
TOTAL	\$169,944	\$538,200	\$464,813	\$1,539,200

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$17,988	\$68,200	\$67,700	\$69,200
Capital Outlay	\$145,030	\$0	\$14,650	\$0
Materials & Supplies	\$6,926	\$0	\$0	\$0
TOTAL	\$169,944	\$68,200	\$82,350	\$69,200

Water System Capital Projects Fund

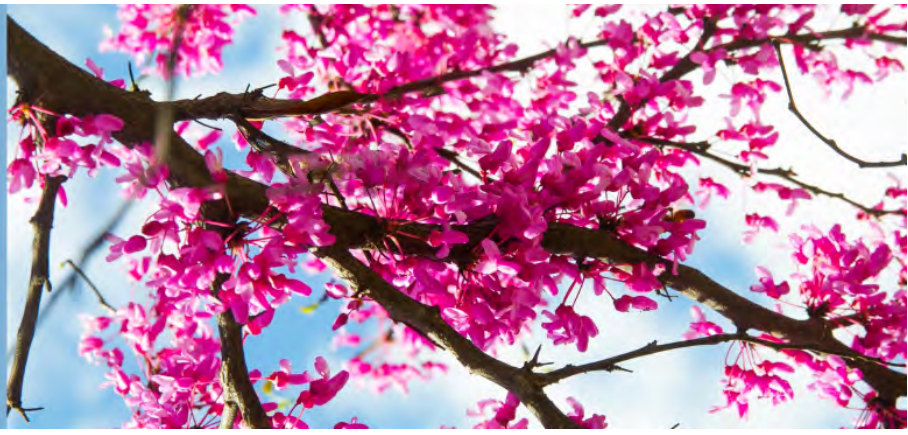
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$470,000	\$375,000	\$1,470,000
TOTAL	\$0	\$470,000	\$375,000	\$1,470,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$0	\$0	\$7,463	\$0
TOTAL	\$0	\$0	\$7,463	\$0

North Sewer Treatment Plant

FY 2024-2025 Budget



Division Description

The North Sewer Treatment Plant division covers the operation of the sewer treatment for the north area of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
PLANT OPERATOR	5	4	4
LAB TECH 1	1	1	1
BIO SOLIDS COORD	0	1	1
FTE	6	6	6

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$526,854	\$604,821	\$604,821	\$626,760
WASTEWATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$220,000	\$220,000	\$220,000
TOTAL	\$526,854	\$824,821	\$824,821	\$846,760

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

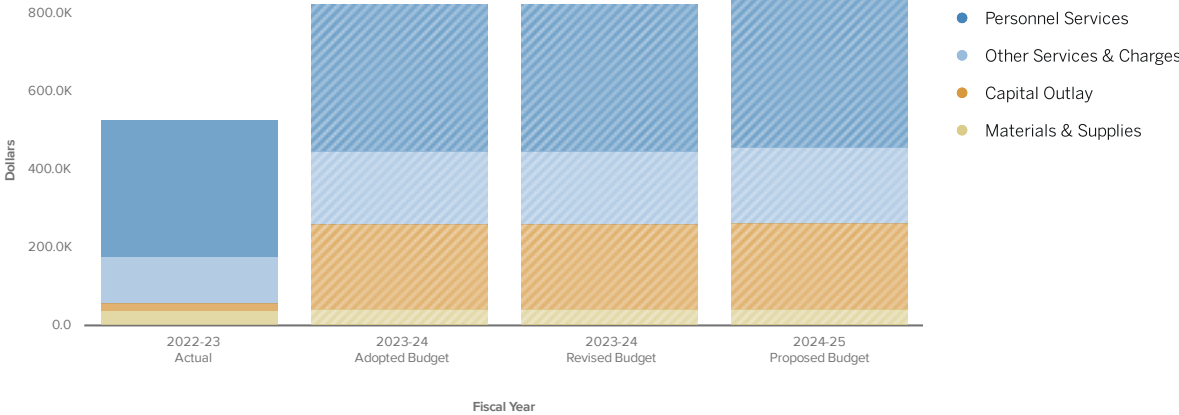
Back History Reset

Broken down by Expenses NORTH SEWER TREATMENT P...



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$347,683	\$378,721	\$378,721	\$389,260
Materials & Supplies	\$39,327	\$41,960	\$41,960	\$43,060
Other Services & Charges	\$119,655	\$184,140	\$184,140	\$194,440
Capital Outlay	\$20,189	\$220,000	\$220,000	\$220,000
TOTAL	\$526,854	\$824,821	\$824,821	\$846,760

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

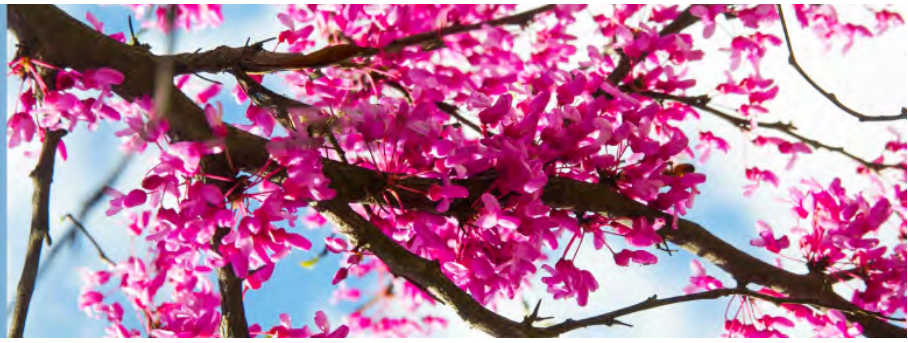
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$347,683	\$378,721	\$378,721	\$389,260
Other Services & Charges	\$119,655	\$184,140	\$184,140	\$194,440
Materials & Supplies	\$39,327	\$41,960	\$41,960	\$43,060
Capital Outlay	\$20,189	\$0	\$0	\$0
TOTAL	\$526,854	\$604,821	\$604,821	\$626,760

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$220,000	\$220,000	\$220,000
TOTAL	\$0	\$220,000	\$220,000	\$220,000

Sewer Collection

FY 2024-2025 Budget



Division Description

The Sewer Collection division is responsible for the transportation and collection of sewage for Shawnee residents.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
SMA MAINT 1	7	3	3
SMA MAINT 3	2	3	3
DIST/COLL SUPT	1	1	1
UTILITY MAINTENANCE WORKER 1	0	3	3
FTE	10	10	10

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AMERICAN RESCUE PLAN FUNDS	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814
SHAWNEE MUNICIPAL AUTHORITY	\$838,715	\$877,418	\$867,418	\$910,828
WASTEWATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$1,019,000	\$1,019,000	\$1,250,000
TOTAL	\$1,628,897	\$3,041,418	\$3,886,418	\$4,022,642

Expenditure Breakdown by Account Type

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Updated On 7 May, 2024

← Back ↺ History ▾ ↺ Reset

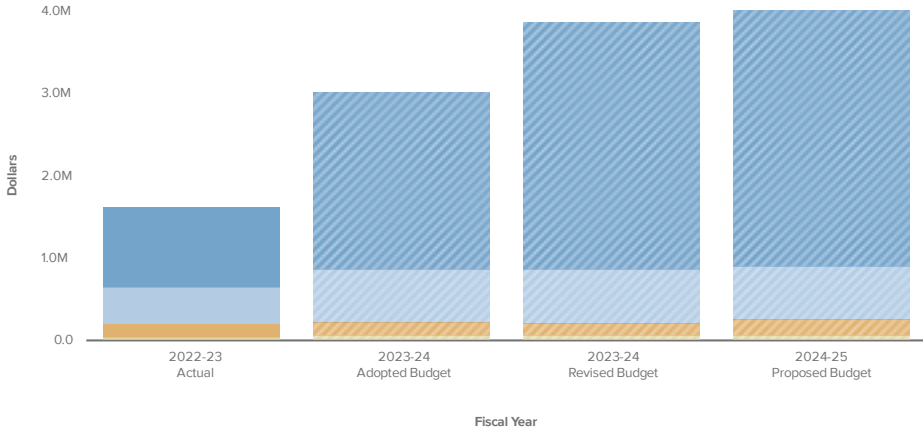
Broken down by

Expenses ▾ SEWER COLLECTION



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$445,450	\$649,818	\$649,818	\$642,428
Materials & Supplies	\$51,357	\$76,700	\$75,700	\$80,900
Other Services & Charges	\$162,459	\$150,900	\$141,900	\$187,500
Capital Outlay	\$969,631	\$2,164,000	\$3,019,000	\$3,111,814
TOTAL	\$1,628,897	\$3,041,418	\$3,886,418	\$4,022,642

Expenditure Breakdown by Fund and Account Type

American Rescue Plan Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814
TOTAL	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814

Shawnee Municipal Authority

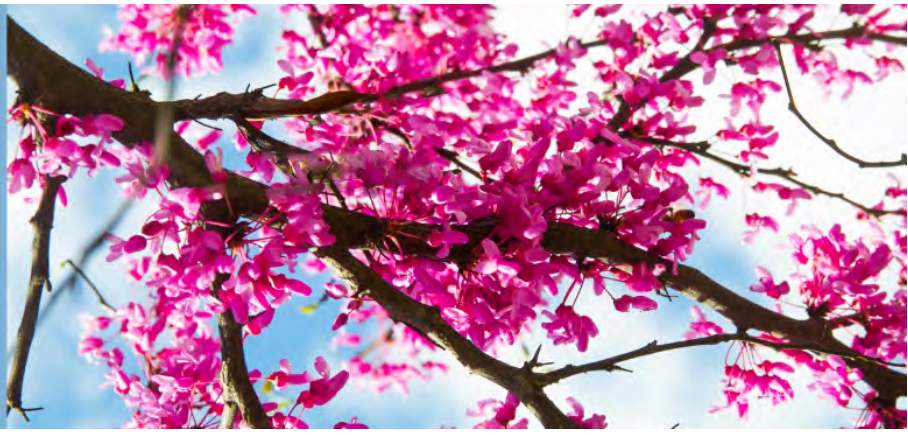
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$445,450	\$649,818	\$649,818	\$642,428
Other Services & Charges	\$162,459	\$150,900	\$141,900	\$187,500
Materials & Supplies	\$51,357	\$76,700	\$75,700	\$80,900
Capital Outlay	\$179,449	\$0	\$0	\$0
TOTAL	\$838,715	\$877,418	\$867,418	\$910,828

Wastewater System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$1,019,000	\$1,019,000	\$1,250,000
TOTAL	\$0	\$1,019,000	\$1,019,000	\$1,250,000

South Sewer Treatment Plant

FY 2024-2025 Budget



Division Description

The South Sewer Treatment Plant division covers the operation of the sewer treatment for the south area of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
PLANT OPERATOR	4	5	5
TREATMENT OPS SUPV	1	0	0
BIO SOLIDS COORD	1	0	0
LAB TECH 2	1	1	1
TREATMENT OPS SUPT	0	1	1
FTE	7	7	7

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$609,068	\$660,493	\$660,493	\$706,312
TOTAL	\$609,068	\$660,493	\$660,493	\$706,312

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

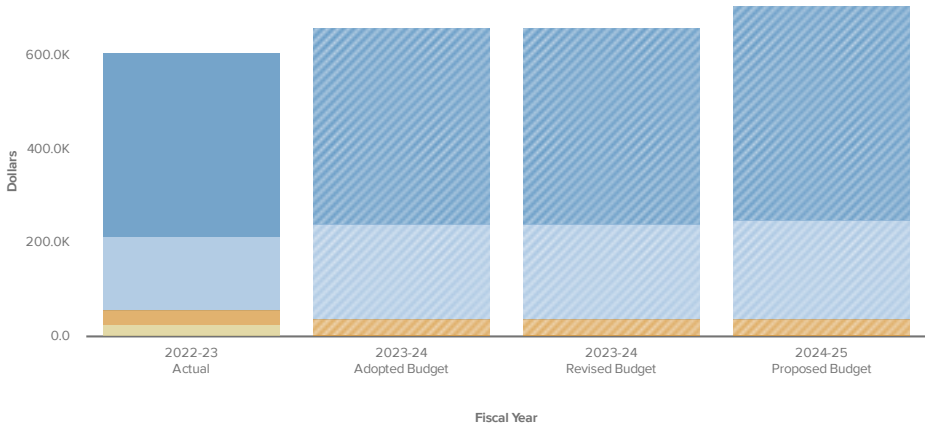
Broken down by Expenses SOUTH SEWER TREATMENT P...

Bar Chart Line Chart Area Chart Pie Chart

Visualization

Sort Large to Small

- Personnel Services
- Other Services & Charges
- Materials & Supplies
- Capital Outlay



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$394,344	\$418,523	\$418,523	\$456,042
Materials & Supplies	\$31,211	\$37,300	\$37,300	\$37,300
Other Services & Charges	\$157,634	\$204,670	\$204,670	\$212,970
Capital Outlay	\$25,880	\$0	\$0	\$0
TOTAL	\$609,068	\$660,493	\$660,493	\$706,312

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$394,344	\$418,523	\$418,523	\$456,042
Other Services & Charges	\$157,634	\$204,670	\$204,670	\$212,970
Materials & Supplies	\$31,211	\$37,300	\$37,300	\$37,300
Capital Outlay	\$25,880	\$0	\$0	\$0
TOTAL	\$609,068	\$660,493	\$660,493	\$706,312

Utility Administration

FY 2024-2025 Budget



Division Description

The Utility Administration division is responsible for overseeing the Shawnee Municipal Authority, including safety and ensuring the safe handling of drinking water and waste.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
INDUSTRIAL PRETREATMENT COORDINATOR	1	1	1
DIR OF PUBLIC WORKS	1	1	1
ASST. DIR OF PUBLIC WORKS	1	1	1
ADMIN ASST	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
WASTEWATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$75,000,000	\$75,000,000	\$45,000,000
SHAWNEE MUNICIPAL AUTHORITY	\$43,232,733	\$4,354,029	\$4,364,468	\$4,441,224
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$4,000,000	\$4,095,000	\$50,000
CAPITAL IMPROVEMENT FUND	\$43,045	\$0	\$106,600	\$106,600
INSURANCE RECOVERY FUND	\$6,770	\$0	\$89,931	\$74,408
GRANT FUND	\$0	\$0	\$1,947	\$0
TOTAL	\$43,282,548	\$83,354,029	\$83,657,946	\$49,672,232

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

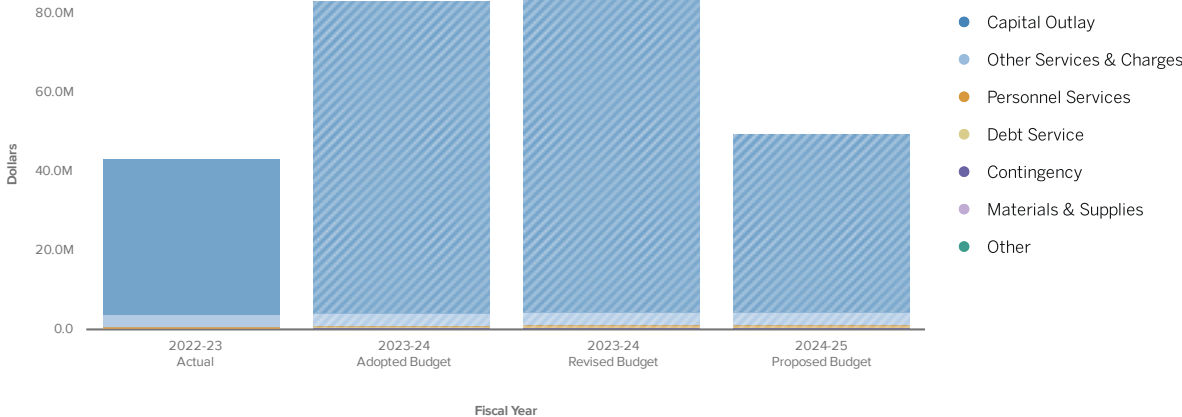
Back History Reset

Broken down by Expenses UTILITY ADMINISTRATION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$415,000	\$415,000	\$435,000
Other	\$0	\$0	\$0	\$0
Personnel Services	\$400,518	\$402,279	\$401,180	\$415,774
Materials & Supplies	\$25,865	\$11,750	\$8,750	\$11,750
Other Services & Charges	\$3,171,698	\$3,215,000	\$3,229,538	\$3,268,700
Capital Outlay	\$39,406,544	\$79,040,000	\$79,226,878	\$45,164,408
Debt Service	\$277,923	\$270,000	\$376,600	\$376,600
TOTAL	\$43,282,548	\$83,354,029	\$83,657,946	\$49,672,232

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$39,399,774	\$40,000	\$40,000	\$40,000
Other Services & Charges	\$3,171,698	\$3,215,000	\$3,229,538	\$3,268,700
Personnel Services	\$400,518	\$402,279	\$401,180	\$415,774
Contingency	\$0	\$415,000	\$415,000	\$435,000
Debt Service	\$234,878	\$270,000	\$270,000	\$270,000
Materials & Supplies	\$25,865	\$11,750	\$8,750	\$11,750
Other	\$0	\$0	\$0	\$0
TOTAL	\$43,232,733	\$4,354,029	\$4,364,468	\$4,441,224

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Debt Service	\$43,045	\$0	\$106,600	\$106,600
TOTAL	\$43,045	\$0	\$106,600	\$106,600

Wastewater System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$75,000,000	\$75,000,000	\$45,000,000
TOTAL	\$0	\$75,000,000	\$75,000,000	\$45,000,000

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$4,000,000	\$4,095,000	\$50,000
TOTAL	\$0	\$4,000,000	\$4,095,000	\$50,000

Insurance Recovery Fund

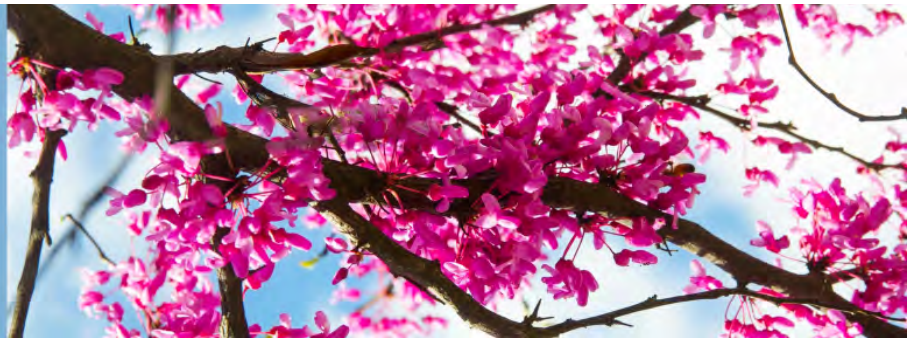
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$6,770	\$0	\$89,931	\$74,408
TOTAL	\$6,770	\$0	\$89,931	\$74,408

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$1,947	\$0
TOTAL	\$0	\$0	\$1,947	\$0

Utility Billing

FY 2024-2025 Budget



Division Description

Utility Billing provides assistance to Shawnee's more than 11,000 water, sewer, and sanitation customers, setting up accounts, filling service orders, and taking payments among other services.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
SMA BILLING CLERK	1	1	1
CUST SRV CLERK	2	2	2
CUST SRV SUPV	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$746,157	\$827,788	\$827,788	\$918,674
TOTAL	\$746,157	\$827,788	\$827,788	\$918,674

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

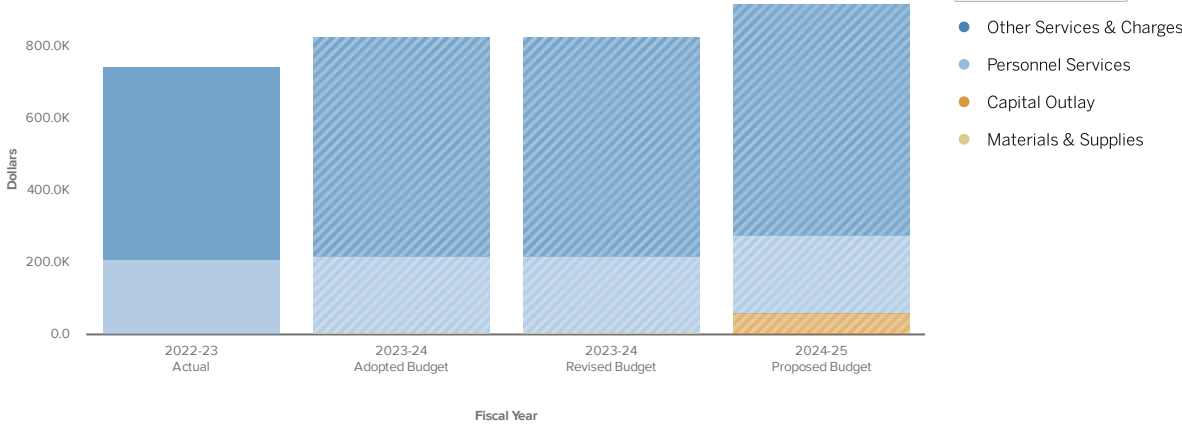
Back History Reset

Broken down by Expenses UTILITY BILLING



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$536,710	\$606,913	\$606,913	\$640,938
Personnel Services	\$206,101	\$216,125	\$216,125	\$217,823
Capital Outlay	\$0	\$0	\$0	\$57,913
Materials & Supplies	\$3,346	\$4,750	\$4,750	\$2,000
TOTAL	\$746,157	\$827,788	\$827,788	\$918,674

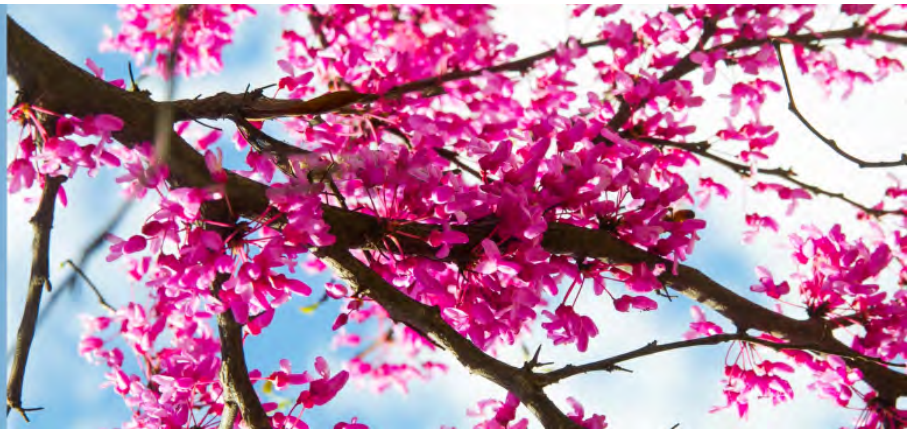
Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$536,710	\$606,913	\$606,913	\$640,938
Personnel Services	\$206,101	\$216,125	\$216,125	\$217,823
Capital Outlay	\$0	\$0	\$0	\$57,913
Materials & Supplies	\$3,346	\$4,750	\$4,750	\$2,000
TOTAL	\$746,157	\$827,788	\$827,788	\$918,674

Water Distribution

FY 2024-2025 Budget



Division Description

The Water Distribution division is responsible for maintaining the infrastructure used to provide water for Shawnee residents.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CREW LEADER	0	1	1
SMA Maint - Meter Reader	3	0	0
DIST/COLL SUPT	1	0	0
SMA MAINT 1	7	11	11
SMA MAINT 2	0	1	1
SMA MAINT 3	2	0	0
FTE	13	13	13

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AMERICAN RESCUE PLAN FUNDS	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413
SHAWNEE MUNICIPAL AUTHORITY	\$1,663,332	\$1,184,476	\$1,216,237	\$1,294,072
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$138,000	\$138,000	\$100,000
INSURANCE RECOVERY FUND	\$0	\$0	\$12,031	\$9,429
TOTAL	\$2,084,555	\$13,362,476	\$12,596,098	\$11,375,914

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

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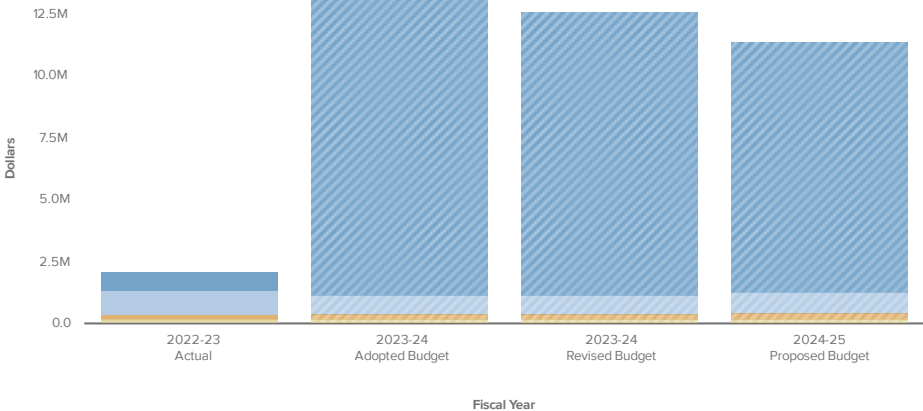
Broken down by
Expenses WATER DISTRIBUTION



Sort Large to Small

- Capital Outlay
- Personnel Services
- Materials & Supplies
- Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$944,963	\$780,076	\$780,076	\$815,972
Materials & Supplies	\$191,869	\$213,750	\$213,750	\$268,920
Other Services & Charges	\$204,959	\$190,650	\$203,253	\$209,180
Capital Outlay	\$742,764	\$12,178,000	\$11,399,019	\$10,081,842
TOTAL	\$2,084,555	\$13,362,476	\$12,596,098	\$11,375,914

Expenditure Breakdown by Fund and Account Type

American Rescue Plan Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413
TOTAL	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$944,963	\$780,076	\$780,076	\$815,972
Materials & Supplies	\$191,869	\$213,750	\$213,750	\$268,920
Other Services & Charges	\$204,959	\$190,650	\$200,650	\$209,180
Capital Outlay	\$321,541	\$0	\$21,761	\$0
TOTAL	\$1,663,332	\$1,184,476	\$1,216,237	\$1,294,072

Water System Capital Projects Fund

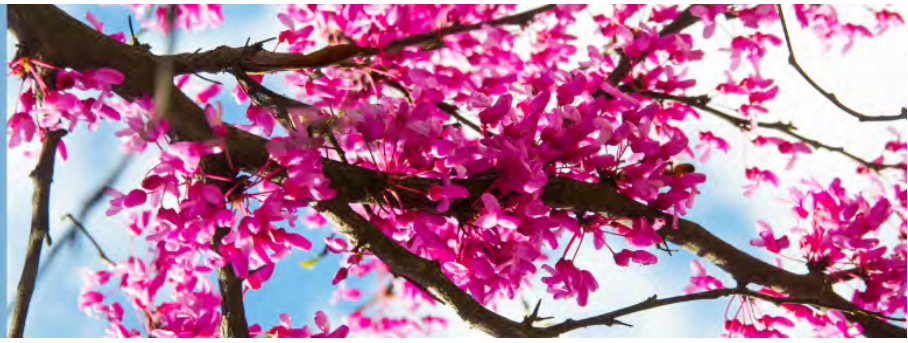
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$138,000	\$138,000	\$100,000
TOTAL	\$0	\$138,000	\$138,000	\$100,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$9,428	\$9,429
Other Services & Charges	\$0	\$0	\$2,603	\$0
TOTAL	\$0	\$0	\$12,031	\$9,429

Water Production

FY 2024-2025 Budget



Division Description

The Water Production division is responsible for treating the water provided to the citizens of Shawnee to ensure safety.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
PLANT OPERATOR	5	5	5
LAB TECH 1	2	2	2
PLANT SUPV	1	1	1
FTE	8	8	8

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$1,572,473	\$1,934,140	\$1,934,140	\$1,744,226
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$298,000	\$298,000	\$338,000
TOTAL	\$1,572,473	\$2,232,140	\$2,232,140	\$2,082,226

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

Back History Reset

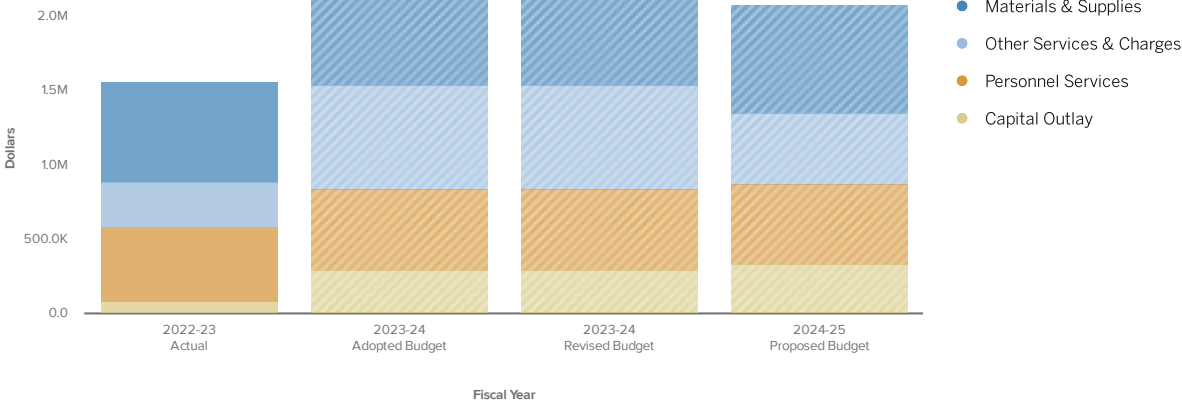
Broken down by

Expenses WATER PRODUCTION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$507,904	\$545,285	\$545,285	\$537,271
Materials & Supplies	\$678,070	\$689,740	\$689,740	\$729,740
Other Services & Charges	\$305,472	\$699,115	\$699,115	\$477,215
Capital Outlay	\$81,027	\$298,000	\$298,000	\$338,000
TOTAL	\$1,572,473	\$2,232,140	\$2,232,140	\$2,082,226

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Materials & Supplies	\$678,070	\$689,740	\$689,740	\$729,740
Other Services & Charges	\$305,472	\$699,115	\$699,115	\$477,215
Personnel Services	\$507,904	\$545,285	\$545,285	\$537,271
Capital Outlay	\$81,027	\$0	\$0	\$0
TOTAL	\$1,572,473	\$1,934,140	\$1,934,140	\$1,744,226

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$298,000	\$298,000	\$338,000
TOTAL	\$0	\$298,000	\$298,000	\$338,000

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Capital Improvement Plan Policy

City of Shawnee

Capital Improvement Plan Policy

1. Purpose

In order to promote consistency and continuity in decision making related to capital improvement planning and to set the general parameters within which capital spending decisions are made, the following policy is established for the City's Capital Improvement Plan (CIP). As a matter of general policy, the goals of the CIP are to:

- A. Consistently make decisions related to capital improvement aligned with overall City goals and objectives regarding the physical and economic development of the community, asset management, and the provision of public services.
- B. Promote financial stability and focus attention on the City's long-term financial capacity to meet capital needs.
- C. Effectively communicate the City's priorities and plans for undertaking capital projects to internal and external stakeholders.

2. Definitions

Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the City's infrastructure, facilities, and capital investments. The CIP should also address the City Commission's priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning. [*Resolution 6652 – March 7, 2022*]

Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of City infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The City will make efforts to fund capital expenditures through an increase in General Fund spending and commitment of "non-recurring" revenue sources. As a target, the City will work to budget two (2.0) to five (5.0) percent of the General Fund for capital expenditures each year. [*Resolution 6652 – March 7, 2022*]

The City of Shawnee has a separate Capital Assets Policy that further defines a Capital Asset and provides guidance for uniform control and accountability over the City's assets.

Capital Project. Notwithstanding the definition of capital expenditure or capital asset as established for capital budgeting and accounting purposes, a capital project shall be defined for the purposes for the CIP as follows:

A capital project is an outlay that results in the acquisition of, or addition to, a capital asset with an anticipated useful life of not less than five (5) years **and** meets the capital project threshold as defined in the next section below. This definition includes, but is not limited to, capital projects undertaken to:

- Acquire new or expand existing physical facilities or infrastructure.
- Acquire large scale renewal, improvement, or replacement of physical facilities or infrastructure that is not routine maintenance. Renewal and improvement expenditures are those that improve an asset's productivity, significantly extend its useful life, or change the character of the asset.
- Acquire major pieces of equipment, vehicles, and other capital stock, including expenditures when aggregated or consolidated into a single project.
- Procure engineering or architectural studies and services related to public improvements.
- Acquire land or make improvements to land.

Capital Project Threshold. The capitalization threshold, or minimum value of an asset at the time of acquisition, is generally established as follows:

- Infrastructure - \$50,000
- Facilities and Land - \$50,000
- Vehicles - \$20,000
- Machinery & Equipment - \$20,000

Projects meeting the above definition and threshold shall be eligible for consideration and inclusion in the bi-annually updated CIP. Any and all expenditures meeting the criteria for fixed assets as defined by the City's Capital Asset Policy shall continue to be budgeted and accounted for as capital expenditures, however, will not be eligible for inclusion in the CIP unless they meet the above definitions of a capital project and threshold. Staff questions regarding the definition of a capital project should contact the Finance Department.

Facilities. Permanent structures erected above ground, together with fixtures attached to and forming a permanent part of the building, for the purpose of sheltering persons or personal property. The cost of buildings includes all labor, materials, and professional services required to construct the building, and any other costs to put the building into its intended use.

Facility improvements. Major repairs, renovations, or additions made to a building that increase the future service potential of the building and benefit future periods. The buildings and the improvements become one and are inseparable. Examples of building improvements include major repairs, renovations, or additions such as addition of a new wing or a new air conditioning system.

Infrastructure. Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. These include roads, sidewalks, bike paths, bridges, buildings, drainage systems, water systems, sewer systems, etc.

Land. An inexhaustible asset that has an unlimited life and therefore is not depreciated.

Land improvements. Betterments, improvements, and site preparations that ready land for its intended use. Like the land itself, these improvements are inexhaustible and therefore not depreciated. Some examples of land improvements would be excavation, filling, grading, demolition of existing buildings, and removal or relocation of other property (telephone or power lines).

Life cycle cost. The total cost of an asset over its life cycle including initial capital costs, maintenance costs, operating costs, and the asset's residual value at the end of its life.

Useful life. The period over which a capital or infrastructure asset has utility to the City in performing the function for which it was intended.

3. Capital Improvement Planning and Implementation

The CIP is a proposed schedule for the expenditure of funds to maintain, acquire, or construct necessary capital projects over the next five-year period. This plan provides the public, residents, and stakeholders transparent information on how the City plans to address significant capital needs. The Board of Commissioners adopts the City's five-year CIP on a bi-annual basis. The plan is reviewed annually and revised based on current community needs, asset conditions, available resources, and funding opportunities.

The CIP process generally precedes the budget process and is used to develop the capital project portion of the annual budget. Approval of the CIP by the Board of Commissioners does not equate to a final approval of all projects contained within the plan. With approval of the CIP, the Board of Commissioners acknowledge that the projects contained in the plan represent a reasonable interpretation of the anticipated needs for the City and that projects contained in the first year of the CIP are suitable for inclusion for the current fiscal year's budget. The Board of Commissioners will adopt the CIP after at least one public hearing is held during a public meeting of the Board of Commissioners. Once adopted, implementation of the projects listed in the Capital Improvement Plan shall follow City Purchasing Policies.

The CIP may be amended by the Board of Commissioners as recommended by the City Manager and after a public hearing is held during a public meeting of the Board of Commissioners. Amendments may include any change to the CIP such as the addition of a new project, change in the priority of a project, change in the proposed commencement year, or adjustment of the estimated project costs.

4. Developing the Capital Improvement Plan

Identify Needs. The first step in capital planning is to identify needs by recognizing and categorizing the City's capital assets and developing a capital asset life cycle for major capital assets. The capital asset life cycle includes costs to operate, maintain, administer, and renew or replace the capital asset. This will assist in identifying the need and schedule for capital asset replacement or major renewal. In addition, the City will use information such as development projections, strategic plans, comprehensive plans, facility master plans, and regional plans to assist in identifying present and future service needs that require capital infrastructure or equipment.

Determine financial impacts. When developing the multi-year capital plan, the full extent of the capital project will be considered, to include the following:

- The scope and timing of a planned project.
- Any potential revenues gained from the completed project.
- Adjusted cost projections based on anticipated inflation for projects spanning more than one year.
- A clear estimate of all major components required to implement a project, including land acquisition needs, design, construction, contingency, and post-construction costs.
- The quantification of ongoing life cycle costs associated with each project and identification of the sources of funding for those costs.

Prioritize capital requests. Capital projects will receive a higher priority based on their alignment with key factors that provide a benefit to the community. The criteria for priority consideration are listed below. Along with the criteria are either clarifying questions, marked with a C, or varying degree questions, marked with a V. Clarifying questions further define the criteria and if a project answers any of these questions with a "yes", it will meet the stated criteria. Varying degree questions will be further prioritized based on how closely the project aligns to that criterion.

- Meets a policy goal or fulfills a strategic objective of the Board of Commissioners.
 - Does the project directly align with a strategic objective of the Board of Commissioners? – C
 - Is the project identified in a recent land use or other study? – C
 - Is the project a specific request of the Board of Commissioners? – V
 - Is the project a specific request of a neighborhood group or other local organization? – V
 - Does the project assist in reducing the annual operating budget? – V
- Is required under a state or federal mandate, law, or regulation.
 - Will the City incur a fine or penalty if this project is not complete? – V
 - What is the deadline for the City to be in compliance? – V
- Mitigates or eliminates a known health or safety hazard.
 - Is the health or safety hazard identified in a plan or study? – C

- Does the project completely eliminate or reduce the hazard? – V
- Maintains and improves the delivery of public services to a significant portion of the population.
 - Does the project significantly impact the entire city, over half the population, or a single neighborhood? – V
- Spurs economic development.
 - Does the project add to the tax base? – C
 - Does the project create employment opportunities? – C
 - Does the project stabilize or revitalize a neighborhood? – C
- Improves the quality or useful life of existing infrastructure.
 - Is the existing infrastructure significantly past its useful life? – C
 - Is the existing infrastructure beyond repair or does the cost of the repair outweigh the cost of replacement? – C
- Includes other funding sources such as state or federal grant funds.
 - Is the project funded by a federal or state grant? – C
 - Does the grant require a City match and at what percentage? – V
 - Are there other government or private entities willing to share in the project cost? – V

5. Allocating Resources to the Capital Improvement Plan

The City recognizes that an effective capital funding strategy requires consideration of a broad mix of funding mechanisms, including but not limited to pay-as-you-go, grants, and debt. The City will maintain a balanced mix of financing sources without excessive reliance on any one source.

Pay-as-You-Go Financing. Refers to the use of current financial resources to fund capital projects, including current revenues, fund balances, grants, and donations.

Pay-as-You-Use Financing. Refers to the issuance of various debt instruments to fund capital projects.

In considering which funding method to utilize for particular projects, the City shall strive to match benefit streams to cost streams as closely as possible over the anticipated useful life of the project and across constituency groups to achieve inter-generational and intra-jurisdictional equity respectively in project financing arrangements.

Regarding intergovernmental grants and private donations, the City will seek to leverage such resources whenever available, provided, those capital projects identified are consistent with capital improvement plans and City priorities, and whose operating impact have been documented in operating budget forecasts.

6. CIP Submission and Review

Departments. In order to evaluate the merits of capital project requests and to allow each project due process in evaluations, capital projects proposed shall be accompanied, at a minimum, by the following information:

- Project title, physical description, and definition of scope
- Demonstration/justification of need
- List of alternative options considered
- Risk assessment
- Project schedule
- Capital cost estimate
- Statement of impact on the operating budget
- Relationship to other planned projects
- Department's priority ranking of the project
- Recommended/anticipated funding sources

Each project shall be described such that development phases are delineated as separate stages of the project, such as land acquisition, design, and construction, and each phase may span beyond a single year.

Finance Department. The Finance Department will establish forms, instructions, deadlines, and procedures for project submittal and review.

City Management. In consultation with department heads and the Finance department, the City Manager's Office will prioritize projects and submit the Capital Improvement Plan with funding recommendations for consideration to the Board of Commissioners.

7. Progress Reporting

City staff will provide a bi-annual update to the Board of Commissioners on the implementation progress of the Capital Improvement Plan.

Budgeting and Financial Plan Policy

City of Shawnee

Budgeting and Financial Planning Policies

- 1. Municipal Budget Act.** With the adoption of Resolution 4855, the City of Shawnee began using and complying with the Municipal Budget Act (Title 11, Oklahoma Statutes, Sections 17-201 through 17-218) for its budget process on April 21, 1980. The City will continue to follow the provisions and requirements of the Municipal Budget Act in its annual budgeting process.
- 2. Balanced Budget.** Under Title 11, OS, Section 17-206, the budget of expenditures for a fund may not exceed the estimated revenues, including budgeted fund balance, for the fund.
- 3. Scope of Budget.** The annual budget shall estimate revenues and make appropriations for spending on all funds estimated to be available to the City during the fiscal year.
- 4. Borrowing for Operations.** The City will not borrow from any external source to fund ongoing operations.
- 5. Fund Balance.** Fund Balance should not be budgeted as revenue to support ongoing operations in the annual budget. Fund Balance may be budgeted to fund one-time expenditures such as capital projects. Fund balance may be drawn upon for cash flow needs and may be used as revenue if other revenue sources in total fall short of the estimate used in the adopted budget.
- 6. Reserves.** To provide cash flow, to meet unexpected needs, and to minimize the disruption caused by decreases in revenues over the course of a fiscal year, City operating funds should maintain two types of reserves: contingency and operating reserve.
 - a. Contingency Reserve.** Each City fund should include an appropriation adequate to fund a Contingency Reserve of a targeted amount of two (2.0) percent of the fund's budgeted expenditures. As needs arise, appropriations may be transferred from the Contingency Reserve account within legal and procedural limitations on transfers. The Municipal Budget Act specifies that no more than ten (10.0) percent of the total budget may be budgeted for miscellaneous purposes. This account is considered a miscellaneous purpose under the Municipal Budget Act because, when initially budgeted, it is unknown for what the Contingency Reserve will be used.
 - b. Operating Reserve.** Operating Reserve is the fund balance carried forward into the next fiscal year that is not budgeted. Each city fund will maintain an Operating Reserve, although the requirements for Operating Reserve differ depending on the type of fund.

General Fund: The General Fund shall maintain operating reserves at the beginning of each fiscal year in the amount of no less than fourteen (14.0) percent and no more than twenty (20.0) percent of the total General Fund budget for that fiscal year. This equates to maintaining approximately two months of expenditures in operating reserves. The Govern-

ment Finance Officers Association (GFOA) recommends a minimum of two months' worth of expenditures be maintained in Operating Reserve. General Fund operating reserves should be counter cyclical; reserve requirements are higher when the financial condition of the City is better so that operating reserves may be drawn down should the financial condition worsen. If the operating reserve falls outside of the above stated range, the City Manager will recommend appropriate action to address the situation. Should Operating Reserve fall below the minimum level, it will be the goal of the City to restore the Operating Reserve back to the minimum level within two years. Should the Operating Reserve exceed the recommended maximum level, the City Manager may recommend it be used to fund one-time expenditures, such as capital projects.

- i. **Other Funds:** Any fund that supports personnel or other ongoing operating expenditures shall maintain operating reserves at a target level of five (5.0) to twenty (20.0) percent of the total budgeted expenditures of the fund for the ensuing fiscal year. For the purposes of this section, "budgeted expenditures" means total budgeted expenditures and budgeted transfers to other funds for the ensuing fiscal year.
 - c. **Reporting requirements:** The City Manager shall notify the Mayor and Commissioners of reserve and contingency levels for all funds in the proposed budget. The City Treasurer shall include levels and any drawdowns for the General Fund, Shawnee Municipal Authority Fund, and the Shawnee Airport Authority Fund in the monthly financial report to the Commission.
- 7. Performance-based Budget.** The City Manager shall develop and present a budget that includes meaningful measures of the performance of City government in meeting its various service demands. In allocating funds, the City Manager shall take into account the validity of the measures and the ability of departments to meet the expected level of performance in the proposed budget.
- 8. Annual Budget Book.** In addition to the annual budget adopted by the City Commission, the City shall make available an Annual Budget Book on the City's website. This book shall include such additional information as may be useful to residents, including information on programs, performance and staffing levels.
- 9. Appropriations for Fiscal Year.**
- a. **Level of control.** The annual budget shall be filed with the State Auditor and Inspector as required by Title 11, OS, Section 17-209, to the level of specificity required by Title 11, OS, Section 17-213. The annual budget shall make appropriations specific to the fund, department, and general character of expenditure. Funds may be encumbered in accordance with Title 62, OS, Section 310.2 and the City Charter and Code, provided that the unexpended and unencumbered balance of the appropriation as a whole is not exceeded.
 - b. **Transfers.** The Oklahoma Municipal Budget Act (Title 11, OS, Section 17- 201 et. seq) provides for certain transfers of unexpended and unencumbered appropriations by the chief executive officer or designee as authorized by the governing body. In order to streamline the process and decrease delays in processing, the following procedure is put in place:

- i. The City Manager may authorize transfers of any unexpended and unencumbered appropriation, or any portion thereof, from one account class (categories of budget as described in the Municipal Budget Act) to another within the same department, or from one department to another within the same fund, except that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimum required.
 - ii. The City Manager may designate the Assistant City Manager to authorize transfers.
 - iii. The Finance Director may authorize transfers between account classes within any department within the same fund.
 - iv. The City Treasurer will include all transfer-based adjustments to the budget which were made in the prior month, in the monthly financial reports to the Commission.
- c. **Lapsed appropriations.** The fiscal year ends on June 30th. State law, under Title 62, OS, Section 310.4, provides a 90-day period from June 30th to September 30th where claims for payment for goods or services ordered in the previous fiscal year can be made against appropriations from the prior fiscal year. After that time, no further claims can be made against prior year appropriations.

10. Budget Amendments. The annual budget shall be amended in accordance with Title 11, OS, Section 17-216.

- a. The governing body may amend the budget to make supplemental appropriations to any fund up to the amount of additional revenues which are available for current expenditures for the fund, due to:
 - i. Revenues received or to be received from sources not anticipated in the budget for that year;
 - ii. Revenues received or to be received from anticipated sources but in excess of the budget estimates therefor; or
 - iii. Unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget.
 - iv. Any appropriation authorizing the creation of an indebtedness shall be governed by the applicable provisions of Article 10 of the Oklahoma Constitution.
- b. If at any time during the budget year it appears probable that revenues available will be insufficient to meet the amount appropriated, or that due to unforeseen emergencies there is temporarily

insufficient money in a particular fund to meet the requirements of appropriation for the fund, then the governing body shall take action as it deems necessary. For that purpose, it may amend the budget to reduce one or more appropriations, it may amend the budget to appropriate fund balance operating reserves, or it may amend the budget to transfer money from one fund to another fund, but no appropriation for debt service may be reduced and no appropriation may be reduced by more than the amount of the unencumbered and unexpended balance thereof. No transfer shall be made from the debt service fund to any other fund, except as may be permitted by the terms of the bond issue or applicable law.

c. As provided in this section, a budget amendment authorizing supplemental appropriations or a decrease in the total appropriation of funds shall be adopted at a meeting of the governing body and filed with the municipal clerk and the State Auditor and Inspector.

Any amendment to the budget of any fund to recognize and appropriate fund balance shall state the reason for the amendment and the estimated impact upon reserve levels.

11. Long-Term Planning. The City Manager shall, at least every other year, prepare and transmit to the Mayor and Commissioners a forecast of City revenues and expenditures for the ensuing five years, and the major financial policy issues likely to be addressed in that five-year period.

12. Decentralization. The City Manager shall make every effort to involve departments in the preparation of the proposed budget and to give managers maximum legal flexibility in encumbering and expending funds once the budget is adopted. See e.g., Title 62, OS, Section 310.2.

13. Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of City infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The City will make efforts to fund capital expenditures through an increase in General Fund spending and commitment of “non-recurring” revenue sources. As a target, the City will work to budget two (2.0) to five (5.0) percent of the General Fund for capital expenditures each year.

14. Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the City’s infrastructure, facilities, and capital investments. The CIP should also address the City Commission’s priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning.

15. Interest and Investment Income. Interest and investment income earned by each fund shall be deposited in the same fund. All interest and investment income shall have the same purpose as that of the fund.

16. Revenues. The City must be sensitive to the balance between the need for services and the City's ability to continually support those services.

a. **Mix of Revenues.** The City should strive to maintain a diversified mix of revenues in order to balance the sources of revenue amongst taxpayers and to provide ongoing stability and predictability. The City will strive to keep a total revenue mix that encourages growth and keeps Shawnee economically competitive and a city of choice for people to live in and do business.

b. **Charges for Services.** As much as is reasonably possible, City services that provide direct benefit should be supported by fees and charges in order to provide maximum flexibility in use of general City taxes so as to meet the cost of services of broader public benefit. Fees should recover full costs, including all direct costs, capital costs, department overhead, and Citywide overhead. Departments that impose fees or service charges should prepare and periodically update cost-of-service studies for such services.

17. Personnel Costs. The primary operational expense of a municipality is personnel. The Annual Budget shall include a summary of the number of employees both by fund and by department.

The City Manager shall implement reasonable financial control measures to limit the risk of personnel costs exceeding the allocations provided in the adopted budget.

Glossary

Glossary

Definitions in quotes are taken directly from the Municipal Budget Act.

1. **Account** - An entity for recording specific revenues or expenditures, or for grouping related or similar classes of revenues and expenditures and recording them within a fund or department.
2. **Account class** - A category of expenditures used in the budget and based on the Municipal Budget Act. Specifically, Personal Services, Other Services and Charges, Materials and Supplies, Capital Outlay, Debt Service and Transfers.
3. **Appropriated fund balance** - Any fund balance appropriated for a fund for the budget year.
4. **Appropriation** - An authorization to expend or encumber revenues and fund balance of a fund.
5. **Budget** - A plan of financial operations for a fiscal year, including an estimate of proposed expenditures for given purposes and the proposed means for financing them.
6. **Budget summary** - A tabular listing of revenues by source and expenditures by fund and by department within each fund for the budget year.
7. **Budget year** - The fiscal year for which a budget is prepared or being prepared.
8. **Capital project** - A project to acquire, develop, improve, or maintain City infrastructure, facilities, and/or capital assets (long-term investments held for a period of more than one year).
9. **Chief executive officer** - The mayor of an aldermanic city or a strong-mayor-council city, the mayor of a town, or the city manager or chief administrative officer as it may be defined by applicable law, charter, or ordinance.
10. **Current year** - The year in which the budget is prepared and adopted, or the fiscal year immediately preceding the budget year.
11. **Contingency** - A specific account that is budgeted that is for unanticipated expenditures.

12. **Deficit** - The excess of a fund's current liabilities and encumbrances over its current financial assets as reflected by its books of account.
13. **Department** - A functional unit within a fund which carries on a specific activity, such as a fire department or a police department within a general fund.
14. **Estimated revenue** - The amount of revenues estimated to be received during the budget year in each fund for which a budget is prepared.
15. **Fiscal year** - The annual period for reporting fiscal operations which begins and ends on dates as the Legislature provides or as provided by law.
16. **Fund** - An independent fiscal and accounting entity with a self-balancing set of accounts to record cash and other financial resources, together with all liabilities, which are segregated for the purpose of carrying on specific activities or attaining certain objectives.
17. **Fund balance** - The excess of a fund's current financial assets over its current liabilities and encumbrances, as reflected by its books of account.
18. **Governing body** - The city council of a city, the board of trustees of a town, or the legislative body of a municipality as it may be defined by applicable law or charter provision.
19. **Immediate prior fiscal year** - The year preceding the current year.
20. **Operating reserve** - That portion of the fund balance which has not been appropriated in a budget year.
21. **Municipality** - Any incorporated city or town.



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Public Hearing for the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.

Background: On December 19, 2022, the City of Shawnee Board of Commissioners approved a resolution setting forth a Capital Improvement Plan (CIP) policy. This CIP policy is specifically designed to guide long-term capital improvement planning for the City of Shawnee.

Over the course of several months, City staff reviewed and updated the prior CIP to develop a list of capital improvements to cover Fiscal Years 2025 through 2029. All projects included in the coming fiscal year have also been incorporated into the proposed Fiscal Year 2024-2025 Operating Budget.

The attached CIP document provides a high-level overview of each capital project that was selected for inclusion. Additional project details can be obtained from the City's CIP 2025-2029 Dashboard: <https://cityofshawneeok.maps.arcgis.com/apps/dashboards/d1f571c818ea499093b26f41f0a8b4e7> or bit.ly/ShawneeCIP

In accordance with the City of Shawnee CIP policy, this agenda item constitutes the formal public hearing on the proposed CIP, establishing an opportunity for members of the community to provide input on the proposed five-year Capital Improvement Plan. Notice of the date, time, and location of the public hearing was published in the Shawnee News-Star on May 11, 2024.

Financial Impact: None

Attachments: Shawnee FY2025-2029 Capital Improvement Plan

Staff Recommendation: Conduct Public Hearing



Capital Improvement Plan

Fiscal Years 2025-2029

TABLE OF CONTENTS

Transmittal Letter	2
Ward Map.....	3
Organizational Chart.....	4
About Shawnee Oklahoma	5
CIP Policy	8
Capital Improvement Fund 301 Projects.....	16
Street Improvement Fund 302 Projects.....	64
2018 Capital Improvement Fund 303 Projects.....	88
Fund 301 & Fund 303 Projects	94
Fund 302 & Fund 303 Projects	98
American Rescue Plan Fund 304	102
Shawnee Municipal Authority Fund 501	114
Shawnee Airport Authority Fund 511	134
Other or Unknown Funding.....	140

May 20, 2024

Honorable Mayor, City Commissioners, and Fellow Residents of the City of Shawnee:

Following months of preparation and cross-departmental teamwork, I am pleased to present to you the comprehensive Fiscal Year 2025-2029 Capital Improvement Plan.

On December 19, 2022, the City of Shawnee Board of Commissioners approved a resolution setting forth a Capital Improvement Plan (CIP) policy. This CIP policy is specifically designed to guide long-term capital improvement planning for the City of Shawnee, and it was written to support the following important activities:

- Alignment with overall City goals and objectives regarding the physical and economic development of the community,
- Preservation and renewal of City assets in support of core services,
- Consistent decision-making related to capital improvements,
- Promotion of financial stability and long-term financial capacity to meet capital improvement needs, and
- Effective communication of the City's priorities to the community at large.

Guided by the CIP policy, City staff developed an updated comprehensive Capital Improvement Plan that covers Fiscal Years 2025 through 2029 in detail, as well as provides an early snapshot of the subsequent five years - Fiscal Years 2030 through 2034.

All capital improvements included in the coming fiscal year have also been incorporated into the proposed Fiscal Year 2024-2025 Operating Budget. The attached CIP document provides a high-level overview of each capital project that was selected for inclusion. Additional project details can be obtained from the City's Capital Improvement Plan 2025-2029 Dashboard:

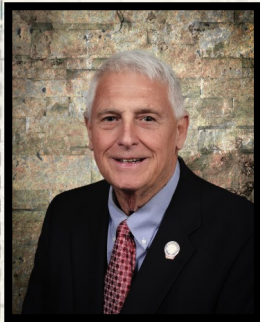
<https://cityofshawneecok.maps.arcgis.com/apps/dashboards/d1f571c818ea499093b26f41f0a8b4e7> or bit.ly/ShawneeCIP

As part of the Fiscal Year 2024-2025 Budget, the CIP makes strategic investments in the City's assets and our community's built environment. Prepared and ready, we now look forward to a successful year, full of meaningful activities and projects, and strategic renewal.

Sincerely,



Andrea Weckmueller-Behringer, AICP, GISP, RAS
City Manager



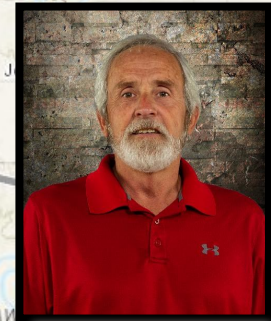
Ed Bolt
Mayor



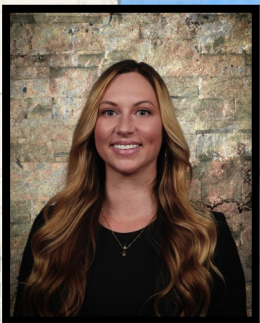
Lauren Richter
Commissioner
Ward 6



Daniel Matthews
Commissioner
Ward 1



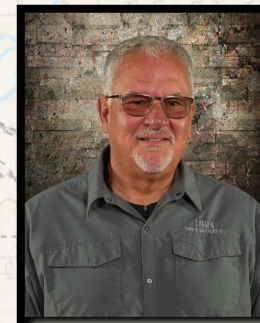
Mark Sehorn
Commissioner
Ward 5



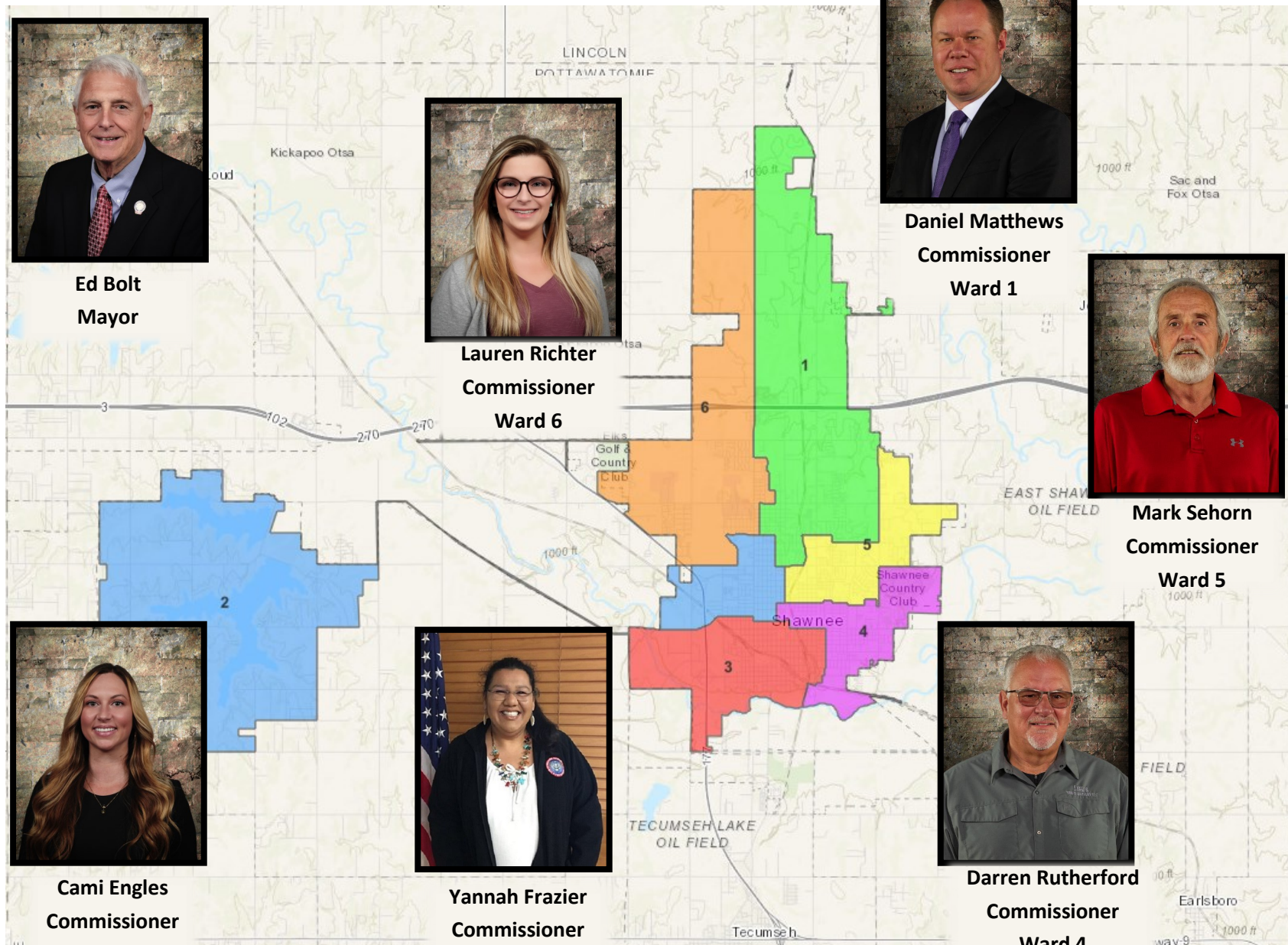
Cami Engles
Commissioner
Ward 2



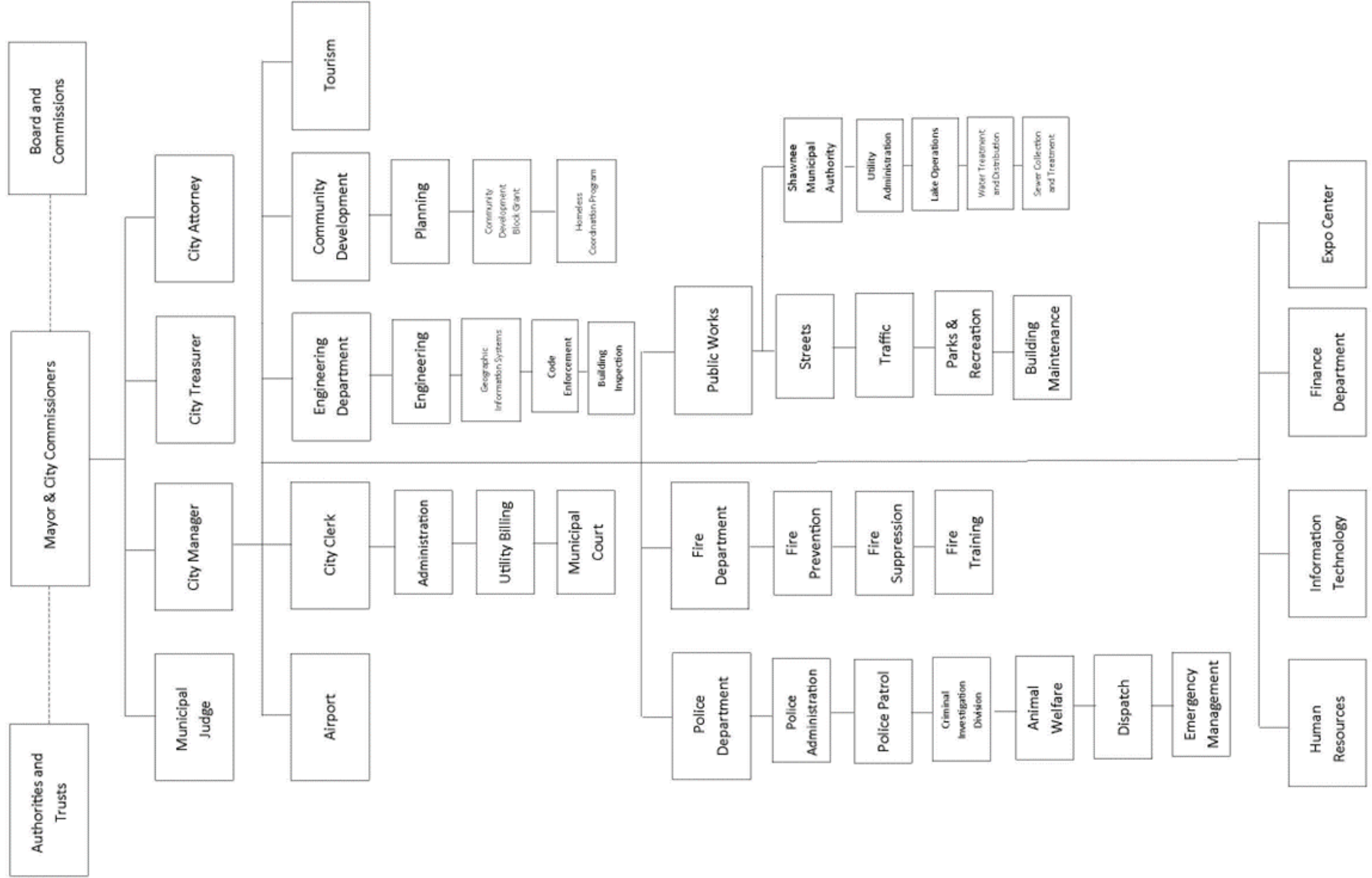
Yannah Frazier
Commissioner
Ward 3



Darren Rutherford
Commissioner
Ward 4



City of Shawnee Organization Chart



ABOUT SHAWNEE

General Information

The City of Shawnee is a vibrant and growing community that strives to maintain its rich history, cultural diversity, and family-oriented appeal, while continually adapting to the evolving needs of its citizens. The City strives to provide exceptional amenities to its growing population, and endeavors to embody what a great community should be – family-friendly, welcoming, informed, invested, and responsible.



Shawnee is located 35 miles east of Oklahoma City and has a population of almost 32,000. The City serves as a regional hub for the surrounding communities and is the county seat for Pottawatomie County, which has a population of approximately 72,000.

Incorporated in 1894, the City of Shawnee adopted its first Charter in 1908 to establish the basic structure of the City's organization, powers, function, and essential procedures. Since 1930, Shawnee has operated under a managerial form of government. The City Board of Commissioners passes all ordinances, appoints the City Attorney, City Judge and City Treasurer, and also appoints a City Manager. The City Manager is responsible for overseeing the day-to-day operations of the government, implementing policy established by the City Commission, and appointing the heads of the various departments. The City Commission is purely representative in form, and its power is derived directly from the people.

History

Shawnee has a long and rich history of settlement, development, and expansion. Since its initial conception, Shawnee has frequently been a center of industrial progress that fueled its development and expansion. Along the way, many familiar and historic places in Shawnee were built. A great number of these historic buildings, thoroughfares, and features still exist as sources of pride and benchmarks for the opportunities and possibilities that Shawnee is capable of. We are building upon a legacy, not building over it.

The area surrounding Shawnee was settled after the Civil War by a number of tribes that the federal government had removed to Indian Territory. The Sac and Fox were originally deeded land in the immediate area but were soon followed by the Kickapoo, Shawnee, and Potawatomi Indians. Members of the tribes continue to reside today in and around Shawnee. It was opened to settlement in the Land Run of September 22, 1891.



West Main Street

ABOUT SHAWNEE (cont.)

The quarter section of land on which the original city was built was entered by Henry G. Beard, in 1892. Mr. Beard entered into an agreement with the promoters of the Choctaw, Oklahoma & Gulf Railroad Company, to build through his farm, and in consideration he gave the railway company one-half his claim of one hundred and sixty acres. The railroad was accordingly built through his farm, and the City of Shawnee began its existence as a thriving, growing, and expanding commercial center when the first train arrived.

West Main Street is an excellent example of many Main Street communities that emerged in the late 19th century as part of the westward movement. Choosing not to organize its activity around a central square, as did many towns in New England, the South, and upper-Midwest, Shawnee represents a distinctly western model of urban development. Depending on railroad lines for its economic health, Shawnee's Main Street became the focal point for commercial, manufacturing, and entertainment activity beginning in 1895. Shawnee's early economic success was developed around the railroad industry. The Santa Fe Train Depot (still extant), with its unique architecture, serves as a visible reminder of the City's dependence on the train.





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Capital Improvement Plan Policy

City of Shawnee

Capital Improvement Plan Policy

1. Purpose

In order to promote consistency and continuity in decision making related to capital improvement planning and to set the general parameters within which capital spending decisions are made, the following policy is established for the City's Capital Improvement Plan (CIP). As a matter of general policy, the goals of the CIP are to:

- A. Consistently make decisions related to capital improvement aligned with overall City goals and objectives regarding the physical and economic development of the community, asset management, and the provision of public services.
- B. Promote financial stability and focus attention on the City's long-term financial capacity to meet capital needs.
- C. Effectively communicate the City's priorities and plans for undertaking capital projects to internal and external stakeholders.

2. Definitions

Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the City's infrastructure, facilities, and capital investments. The CIP should also address the City Commission's priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning. [*Resolution 6652 – March 7, 2022*]

Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of City infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The City will make efforts to fund capital expenditures through an increase in General Fund spending and commitment of "non-recurring" revenue sources. As a target, the City will work to budget two (2.0) to five (5.0) percent of the General Fund for capital expenditures each year. [*Resolution 6652 – March 7, 2022*]

The City of Shawnee has a separate Capital Assets Policy that further defines a Capital Asset and provides guidance for uniform control and accountability over the City's assets.

Capital Project. Notwithstanding the definition of capital expenditure or capital asset as established for capital budgeting and accounting purposes, a capital project shall be defined for the purposes for the CIP as follows:

A capital project is an outlay that results in the acquisition of, or addition to, a capital asset with an anticipated useful life of not less than five (5) years and meets the capital project threshold as defined in the next section below. This definition includes, but is not limited to, capital projects undertaken to:

- Acquire new or expand existing physical facilities or infrastructure.
- Acquire large scale renewal, improvement, or replacement of physical facilities or infrastructure that is not routine maintenance. Renewal and improvement expenditures are those that improve an asset's productivity, significantly extend its useful life, or change the character of the asset.
- Acquire major pieces of equipment, vehicles, and other capital stock, including expenditures when aggregated or consolidated into a single project.
- Procure engineering or architectural studies and services related to public improvements.
- Acquire land or make improvements to land.

Capital Project Threshold. The capitalization threshold, or minimum value of an asset at the time of acquisition, is generally established as follows:

- Infrastructure - \$50,000
- Facilities and Land - \$50,000
- Vehicles - \$20,000
- Machinery & Equipment - \$20,000

Projects meeting the above definition and threshold shall be eligible for consideration and inclusion in the bi-annually updated CIP. Any and all expenditures meeting the criteria for fixed assets as defined by the City's Capital Asset Policy shall continue to be budgeted and accounted for as capital expenditures, however, will not be eligible for inclusion in the CIP unless they meet the above definitions of a capital project and threshold. Staff questions regarding the definition of a capital project should contact the Finance Department.

Facilities. Permanent structures erected above ground, together with fixtures attached to and forming a permanent part of the building, for the purpose of sheltering persons or personal property. The cost of buildings includes all labor, materials, and professional services required to construct the building, and any other costs to put the building into its intended use.

Facility improvements. Major repairs, renovations, or additions made to a building that increase the future service potential of the building and benefit future periods. The buildings and the improvements become one and are inseparable. Examples of building improvements include major repairs, renovations, or additions such as addition of a new wing or a new air conditioning system.

Infrastructure. Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. These include roads, sidewalks, bike paths, bridges, buildings, drainage systems, water systems, sewer systems, etc.

Land. An inexhaustible asset that has an unlimited life and therefore is not depreciated.

Land improvements. Betterments, improvements, and site preparations that ready land for its intended use. Like the land itself, these improvements are inexhaustible and therefore not depreciated. Some examples of land improvements would be excavation, filling, grading, demolition of existing buildings, and removal or relocation of other property (telephone or power lines).

Life cycle cost. The total cost of an asset over its life cycle including initial capital costs, maintenance costs, operating costs, and the asset's residual value at the end of its life.

Useful life. The period over which a capital or infrastructure asset has utility to the City in performing the function for which it was intended.

3. Capital Improvement Planning and Implementation

The CIP is a proposed schedule for the expenditure of funds to maintain, acquire, or construct necessary capital projects over the next five-year period. This plan provides the public, residents, and stakeholders transparent information on how the City plans to address significant capital needs. The Board of Commissioners adopts the City's five-year CIP on a bi-annual basis. The plan is reviewed annually and revised based on current community needs, asset conditions, available resources, and funding opportunities.

The CIP process generally precedes the budget process and is used to develop the capital project portion of the annual budget. Approval of the CIP by the Board of Commissioners does not equate to a final approval of all projects contained within the plan. With approval of the CIP, the Board of Commissioners acknowledge that the projects contained in the plan represent a reasonable interpretation of the anticipated needs for the City and that projects contained in the first year of the CIP are suitable for inclusion for the current fiscal year's budget. The Board of Commissioners will adopt the CIP after at least one public hearing is held during a public meeting of the Board of Commissioners. Once adopted, implementation of the projects listed in the Capital Improvement Plan shall follow City Purchasing Policies.

The CIP may be amended by the Board of Commissioners as recommended by the City Manager and after a public hearing is held during a public meeting of the Board of Commissioners. Amendments may include any change to the CIP such as the addition of a new project, change in the priority of a project, change in the proposed commencement year, or adjustment of the estimated project costs.

4. Developing the Capital Improvement Plan

Identify Needs. The first step in capital planning is to identify needs by recognizing and categorizing the City’s capital assets and developing a capital asset life cycle for major capital assets. The capital asset life cycle includes costs to operate, maintain, administer, and renew or replace the capital asset. This will assist in identifying the need and schedule for capital asset replacement or major renewal. In addition, the City will use information such as development projections, strategic plans, comprehensive plans, facility master plans, and regional plans to assist in identifying present and future service needs that require capital infrastructure or equipment.

Determine financial impacts. When developing the multi-year capital plan, the full extent of the capital project will be considered, to include the following:

- The scope and timing of a planned project.
- Any potential revenues gained from the completed project.
- Adjusted cost projections based on anticipated inflation for projects spanning more than one year.
- A clear estimate of all major components required to implement a project, including land acquisition needs, design, construction, contingency, and post-construction costs.
- The quantification of ongoing life cycle costs associated with each project and identification of the sources of funding for those costs.

Prioritize capital requests. Capital projects will receive a higher priority based on their alignment with key factors that provide a benefit to the community. The criteria for priority consideration are listed below. Along with the criteria are either clarifying questions, marked with a C, or varying degree questions, marked with a V. Clarifying questions further define the criteria and if a project answers any of these questions with a “yes”, it will meet the stated criteria. Varying degree questions will be further prioritized based on how closely the project aligns to that criterion.

- Meets a policy goal or fulfills a strategic objective of the Board of Commissioners.
 - Does the project directly align with a strategic objective of the Board of Commissioners? – C
 - Is the project identified in a recent land use or other study? – C
 - Is the project a specific request of the Board of Commissioners? – V
 - Is the project a specific request of a neighborhood group or other local organization? – V
 - Does the project assist in reducing the annual operating budget? – V
- Is required under a state or federal mandate, law, or regulation.
 - Will the City incur a fine or penalty if this project is not complete? – V
 - What is the deadline for the City to be in compliance? – V
- Mitigates or eliminates a known health or safety hazard.
 - Is the health or safety hazard identified in a plan or study? – C

- Does the project completely eliminate or reduce the hazard? – V
- Maintains and improves the delivery of public services to a significant portion of the population.
 - Does the project significantly impact the entire city, over half the population, or a single neighborhood? – V
- Spurs economic development.
 - Does the project add to the tax base? – C
 - Does the project create employment opportunities? – C
 - Does the project stabilize or revitalize a neighborhood? – C
- Improves the quality or useful life of existing infrastructure.
 - Is the existing infrastructure significantly past its useful life? – C
 - Is the existing infrastructure beyond repair or does the cost of the repair outweigh the cost of replacement? – C
- Includes other funding sources such as state or federal grant funds.
 - Is the project funded by a federal or state grant? – C
 - Does the grant require a City match and at what percentage? – V
 - Are there other government or private entities willing to share in the project cost? – V

5. Allocating Resources to the Capital Improvement Plan

The City recognizes that an effective capital funding strategy requires consideration of a broad mix of funding mechanisms, including but not limited to pay-as-you-go, grants, and debt. The City will maintain a balanced mix of financing sources without excessive reliance on any one source.

Pay-as-You-Go Financing. Refers to the use of current financial resources to fund capital projects, including current revenues, fund balances, grants, and donations.

Pay-as-You-Use Financing. Refers to the issuance of various debt instruments to fund capital projects.

In considering which funding method to utilize for particular projects, the City shall strive to match benefit streams to cost streams as closely as possible over the anticipated useful life of the project and across constituency groups to achieve inter-generational and intra-jurisdictional equity respectively in project financing arrangements.

Regarding intergovernmental grants and private donations, the City will seek to leverage such resources whenever available, provided, those capital projects identified are consistent with capital improvement plans and City priorities, and whose operating impact have been documented in operating budget forecasts.

6. CIP Submission and Review

Departments. In order to evaluate the merits of capital project requests and to allow each project due process in evaluations, capital projects proposed shall be accompanied, at a minimum, by the following information:

- Project title, physical description, and definition of scope
- Demonstration/justification of need
- List of alternative options considered
- Risk assessment
- Project schedule
- Capital cost estimate
- Statement of impact on the operating budget
- Relationship to other planned projects
- Department's priority ranking of the project
- Recommended/anticipated funding sources

Each project shall be described such that development phases are delineated as separate stages of the project, such as land acquisition, design, and construction, and each phase may span beyond a single year.

Finance Department. The Finance Department will establish forms, instructions, deadlines, and procedures for project submittal and review.

City Management. In consultation with department heads and the Finance department, the City Manager's Office will prioritize projects and submit the Capital Improvement Plan with funding recommendations for consideration to the Board of Commissioners.

7. Progress Reporting

City staff will provide a bi-annual update to the Board of Commissioners on the implementation progress of the Capital Improvement Plan.



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Capital Improvement Fund 301

The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The fund's major funding source is sales tax.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Animal Welfare Facility	\$900,000	\$0	\$0	\$0	\$0	\$0
Atoka Casing Extension for Highway 9 Widening	\$150,000	\$0	\$0	\$0	\$0	\$0
Boy Scout Park Splash Pad Repair	\$275,000	\$0	\$0	\$0	\$0	\$0
Cascade System Replacement	\$0	\$96,800	\$0	\$0	\$0	\$0
Cemetery Office Remodel	\$55,000	\$0	\$0	\$0	\$0	\$0
City Hall HVAC Replacement	\$175,000	\$0	\$0	\$0	\$0	\$0
City Hall Roof Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0
Code Enforcement Fleet Replacement	\$50,000	\$0	\$0	\$0	\$0	\$0
Comprehensive Plan Review and Update	\$0	\$0	\$175,000	\$0	\$0	\$0
Deadfall Removal	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Desktop Computer Replacement	\$59,000	\$57,200	\$55,400	\$53,600	\$51,800	\$277,000
Emergency Management Fleet Purchase	\$48,754	\$0	\$0	\$0	\$0	\$0
Extrication Equipment Replacement	\$87,000	\$0	\$0	\$0	\$0	\$0

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Fire Fleet Replacement - C-2	\$0	\$65,000	\$0	\$0	\$0	\$0
Fire Fleet Replacement - Command	\$85,000	\$0	\$0	\$0	\$0	\$0
Fire Fleet Replacement - Engine	\$0	\$1,024,736	\$0	\$0	\$0	\$0
Fire Fleet Replacement - Ladder	\$0	\$0	\$0	\$2,125,000	\$0	\$0
Fire Fleet Replacement - Squad	\$435,000	\$0	\$0	\$0	\$0	\$0
Fire Station 1 Alerting System	\$45,000	\$0	\$0	\$0	\$0	\$0
Handheld Radio Replacement	\$60,000	\$61,500	\$0	\$0	\$0	\$0
Housing Needs Study	\$100,000	\$0	\$0	\$0	\$0	\$0
HVAC System Update for Police Station	\$75,475	\$0	\$0	\$0	\$0	\$0
Kayak Dock Area Improvements	\$260,000	\$0	\$0	\$0	\$0	\$0
Lake #1 East-Side Area Park Design	\$0	\$0	\$200,000	\$0	\$0	\$0
Lake Patrol Boat Dock	\$225,000	\$0	\$0	\$0	\$0	\$0
Laptop Computer Replacement	\$51,000	\$54,400	\$57,800	\$61,200	\$64,600	\$323,000
Lot Re-Activation	\$25,000	\$50,000	\$100,000	\$100,000	\$100,000	\$
Mower Replacement	\$20,000	\$0	\$0	\$0	\$0	\$0
Mower Replacement	\$20,000	\$0	\$0	\$0	\$0	\$0
Network File Storage Replacement and Expansion	\$30,000	\$0	\$0	\$0	\$40,000	\$120,000

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Police Fleet Replacement	\$227,920	\$239,320	\$251,290	\$263,850	\$278,360	\$1,500,000
PPE Replacement	\$120,000	\$145,500	\$157,150	\$169,700	\$181,579	\$1,117,308
Safe Streets & Roads 4 All	\$225,000	\$0	\$0	\$0	\$0	\$0
SCBA Replacement	\$126,000	\$165,000	\$30,000	\$33,000	\$36,300	\$200,000
Server Replacement	\$78,000	\$25,000	\$0	\$0	\$0	\$0
Streets Equipment Building	\$0	\$0	\$225,000	\$0	\$0	\$0
Streets Fleet Replacement	\$90,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement	\$90,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement - Tandem	\$200,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement - Tandem	\$0	\$200,000	\$0	\$0	\$0	\$0
Survey of Lake #1 - Lots and Rights-of-Way	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0
Switch Replacement	\$66,000	\$13,000	\$0	\$66,000	\$0	\$200,000
Traffic Fleet Replacement	\$70,000	\$0	\$0	\$0	\$0	\$0
Traffic Fleet Replacement - Bucket Truck	\$0	\$150,000	\$0	\$0	\$0	\$0
Total	\$4,904,149	\$2,477,456	\$1,331,640	\$2,952,350	\$752,639	\$3,737,308

Total record count: 44

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Animal Welfare Facility					
Category	Public Safety					
Department	0640 - ANIMAL WELFARE	Ongoing Project				
Ward	Ward 1					
ID	24-0640-01					
Project Description Construct a new animal welfare facility.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	900,000	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$900,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Atoka Casing Extension for Highway 9 Widening					
Category	Utilities					
Department	0810 - ENGINEERING	Pending Project				
Ward	Ward 2, Ward 3					
ID	25-0810-01					
Project Description Extend steel casing pipe to new right-of-way boundary for the Oklahoma Department of Transportation-initiated State Highway widening.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	150,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Boy Scout Park Splash Pad Repair					
Category	Parks & Rec					
Department	0940 - PARKS	Approved Project				
Ward	Ward 4					
ID	24-0940-01					
Project Description Repair the splash pad system components at Boy Scout Park.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$275,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$275,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Cascade System Replacement	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-07	
Project Description Replace the Three-Phase, 6000-PSI breathing air cascade system.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$96,800	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$96,800	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Cemetery Office Remodel		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	0950 - CEMETERY	Approved Project				
Ward	Ward 5					
ID	24-0950-02					
Project Description Remodel the interior and exterior of the Fairview Cemetery office.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	55,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$55,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	City Hall HVAC Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	4020 - BUILDING MAINTENANCE	Approved Project				
Ward	Ward 3					
ID	24-4020-02					
Project Description Replace and update the HVAC system at Shawnee City Hall.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	175,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$175,000	\$0	\$0	\$0	\$0	\$0

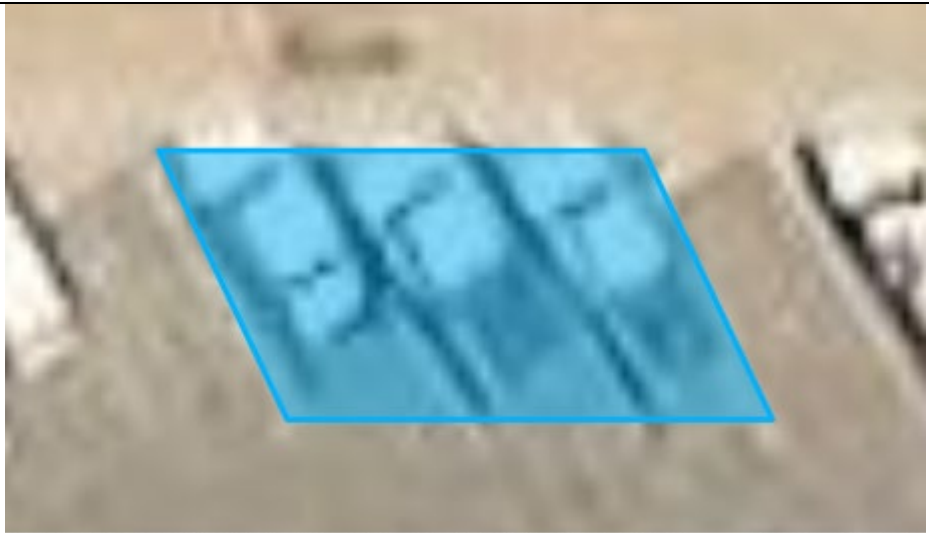
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	City Hall Roof Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	4020 - BUILDING MAINTENANCE	Approved Project				
Ward	Ward 3					
ID	24-4020-01					
Project Description Replace the roof at Shawnee City Hall.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	250,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$250,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Code Enforcement Fleet Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Code Enforcement					
Department	0520 - CODE ENFORCEMENT, INSPECTIONS, & PERMITTING	Approved Project				
Ward	Not Applicable					
ID	24-0520-01					
Project Description Replace 1 high-mileage Code Enforcement truck per year, inclusive of in-cab and external equipment.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	50,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Comprehensive Plan Review and Update	
Category	Community Development	
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project
Ward	Not Applicable	
ID	24-0510-04	
Project Description Review and update the City of Shawnee Comprehensive Plan to reflect the latest growth and development trends.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	175,000	0	0	0
Total	\$0	\$0	\$175,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Deadfall Removal					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 3					
ID	24-0920-01					
Project Description Remove accumulated deadfall and debris at Lake Road bridge.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	50,000	50,000	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$50,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Desktop Computer Replacement					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-01					
Project Description Replace up to 36 desktop computers per year to accommodate a 5-year replacement cycle.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$59,000	\$57,200	\$55,400	\$53,600	\$51,800	\$277,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$59,000	\$57,200	\$55,400	\$53,600	\$51,800	\$277,000

FY 2025-2029 Capital Improvement Plan

A blue Ford F-150 pickup truck is shown from a front-three-quarter view, parked on a paved surface. The truck features a chrome grille with the Ford logo, a chrome bumper, and black wheels. The background is a bright, hazy sunset sky with orange and yellow tones.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Extrication Equipment Replacement					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-09					
Project Description Replace existing auto-extrication equipment.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$87,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$87,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Command					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-02					
Project Description Replace the Command vehicle.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	85,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$85,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Engine	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-04	
Project Description Replace the Engine 3 vehicle. Currently, delivery of this type of vehicle can take up to 36-40 months.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	1,024,736	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$1,024,736	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - C-2					
Category	Public Safety					
Department	0710 - FIRE ADMINISTRATION	Pending Project				
Ward	Not Applicable					
ID	25-0710-01					
Project Description Replace the C2 vehicle (2016 GMC 1500) currently at 94,000 mile.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	65,000	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$65,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Ladder				
Category	Public Safety				
Department	0720 - FIRE SUPPRESSION	Approved Project			
Ward	Not Applicable				
ID	24-0720-05				
Project Description Replace the Ladder 1 vehicle. Currently, delivery of this type of vehicle can take up to 40-48 months.					
					

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	2,125,000	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$2,125,000	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Squad					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-03					
Project Description Replace the Squad 1 vehicle. Currently, delivery of this type of vehicle can take up to 30 months.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	435,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$435,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Station 1 Alerting System					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Pending Project				
Ward	Ward 3					
ID	25-0720-01					
Project Description Install Station Alerting System at Fire Station 1, which will allow the individual station to be notified of calls for service.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$45,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$45,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Handheld Radio Replacement					
Category	Public Safety					
Department	0620 - POLICE PATROL	Pending Project				
Ward	Not Applicable					
ID	25-0620-01					
Project Description Replace handheld radios. Current radios are 20 years old and will be obsolete once the State updates its radio system in 2026.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$60,000	\$61,500	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$60,000	\$61,500	\$0	\$0	\$0	\$0

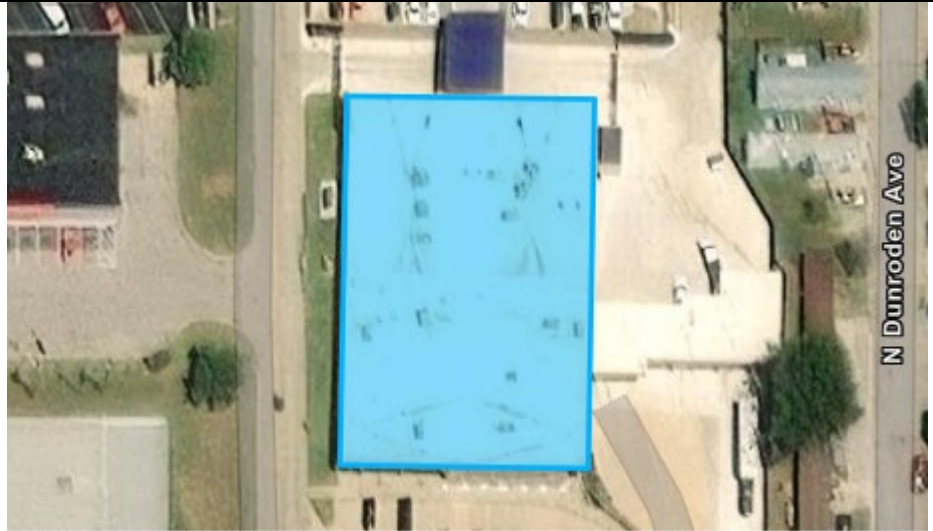
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Housing Needs Study					
Category	Community Development					
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project				
Ward	Not Applicable					
ID	24-0510-02					
Project Description Undertake a citywide housing needs study to assess Shawnee's housing market, housing stock, and housing needs. Engage the community and gather their housing experiences, preferences, priorities, and policy options for the future.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	100,000	0	0	0	0	0
Total	\$100,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	HVAC System Update for Police Station		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Safety					
Department	0620 - POLICE PATROL	Pending Project				
Ward	Ward 5					
ID	25-0620-02					
Project Description Replace 5 HVAC units at the Police Department Headquarters.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	75,475	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$75,475	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Kayak Dock Area Improvements		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	0940 - PARKS	Approved Project				
Ward	Ward 2					
ID	24-0940-08					
Project Description Improve the area adjacent to the Shawnee Twin Lakes #2 kayak dock to include Americans with Disabilities Act (ADA) compliant sidewalks and parking as well as drainage.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	260,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$260,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lake #1 East-Side Area Park Design		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	0510 - COMMUNITY DEVELOPMENT	Future Project				
Ward	Ward 2					
ID						
Project Description Complete design for Shawnee Twin Lakes #1 east-side park area that includes existing boat ramp.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	200,000	0	0	0
Total	\$0	\$0	\$200,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lake Patrol Boat Dock					
Category	Public Safety					
Department	0620 - POLICE PATROL	Ongoing Project				
Ward	Ward 2					
ID	24-0620-02					
Project Description Add a Police Patrol boat dock on Shawnee Twin Lake #1.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	225,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$225,000	\$0	\$0	\$0	\$0	\$0

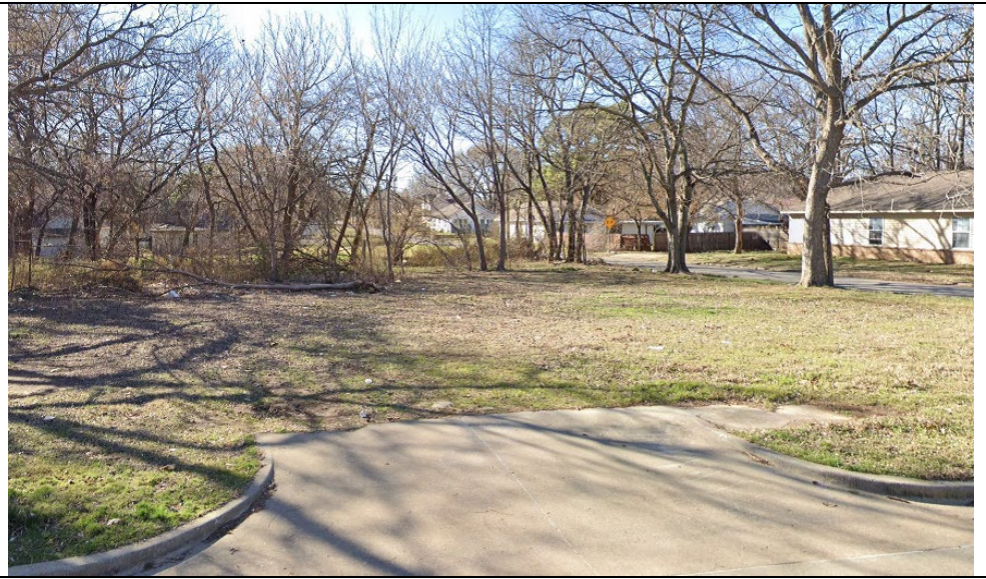
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Laptop Computer Replacement					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-02					
Project Description Replace 15 laptop computers per year to accommodate a 3-year replacement cycle, and increase one every year.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$51,000	\$54,400	\$57,800	\$61,200	\$64,600	\$323,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$51,000	\$54,400	\$57,800	\$61,200	\$64,600	\$323,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lot Re-Activation					
Category	Community Development					
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project				
Ward	Not Applicable					
ID	24-0510-01					
Project Description Clear property liens on vacant land or dilapidated buildings in exchange for the acquisition and re-activation of lots.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	25,000	50,000	100,000	100,000	100,000	
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$50,000	\$100,000	\$100,000	\$100,000	\$

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Mower Replacement					
Category	Parks & Rec					
Department	0940 - PARKS	Approved Project				
Ward	Not Applicable					
ID	24-0940-06					
Project Description Replace Unit 5231, a 2019 Kubota zero turn mower.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$20,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$20,000	\$0	\$0	\$0	\$0	\$0

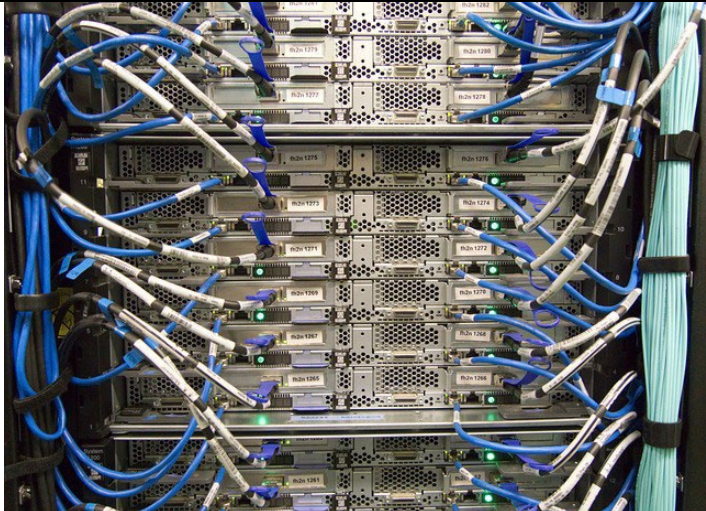
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Mower Replacement					
Category	Parks & Rec					
Department	0940 - PARKS	Approved Project				
Ward	Not Applicable					
ID	24-0940-07					
Project Description Replace Unit 5232, a 2019 Kubota zero turn mower.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$20,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$20,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Network File Storage Replacement and Expansion					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-04					
Project Description 2 servers replaced as needed or increase the storage.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$30,000	\$0	\$0	\$0	\$40,000	\$120,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$30,000	\$0	\$0	\$0	\$40,000	\$120,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Police Fleet Replacement					
Category	Public Safety					
Department	0620 - POLICE PATROL	Approved Project				
Ward	Not Applicable					
ID	24-0620-01					
Project Description Replace 5 Dodge Charger police sedans per year with comparable police-rated vehicles, inclusive of in-cab and external equipment.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	227,920	239,320	251,290	263,850	278,360	1,500,000
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$227,920	\$239,320	\$251,290	\$263,850	\$278,360	\$1,500,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	PPE Replacement	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-01	
Project Description Replace structural and dual certification personal protective equipment (PPE) gear. Current shipping times range from 8-10 months.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$120,000	\$145,500	\$157,150	\$169,700	\$181,579	\$1,117,308
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$120,000	\$145,500	\$157,150	\$169,700	\$181,579	\$1,117,308

City of Shawnee
FY 2025-2029 Capital Improvement Plan

Project Title	Safe Streets & Roads 4 All	
Category	Public Safety, Streets/Traffic	
Department	0510 - COMMUNITY DEVELOPMENT	Pending Project
Ward	Not Applicable	
ID	25-0510-02	
Project Description Complete the Action Plan funded through the Safe Streets and Roads 4 All (SS4A) grant program. Established by the new Bipartisan Infrastructure Law, SS4A is administered through the U.S. Department of Transportation. The grant program provides Federal funds to develop a comprehensive safety assessment and action plan designed to prevent roadway deaths and serious injuries.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	225,000	0	0	0	0	0
Total	\$225,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

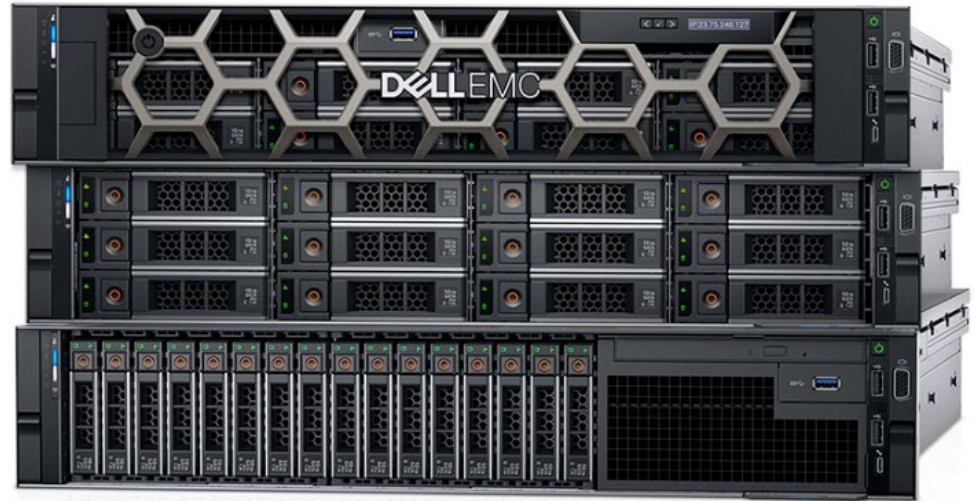
FY 2025-2029 Capital Improvement Plan

Project Title	SCBA Replacement					
ategory	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-06					
Project Description Due to the manufacturer of the current equipment discontinuing product support, the Fire Department entered into a lease agreement to replace all SCBAs in Fiscal Year 2024. The cost reflected in this project for FY25 and FY26 are lease payments. Starting in FY27, the plan is to purchase three SCBAs each year to prevent the need for a bulk purchase when the equipment is set to expire.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$126,000	\$165,000	\$30,000	\$33,000	\$36,300	\$200,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$126,000	\$165,000	\$30,000	\$33,000	\$36,300	\$200,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Server Replacement	
Category		
Department	0230 - INFORMATION TECHNOLOGY	Pending Project
Ward	Not Applicable	
ID	25-0230-01	
Project Description Replace server supporting Remote Desktop Protocol (RDP) and other internal services.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$78,000	\$25,000	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$78,000	\$25,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Equipment Building					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 3					
ID	24-0920-02					
Project Description Construct a building to consolidate the snow removal equipment and protect it from the elements. This building will be located in the vicinity of the material barns at the Public Works yard.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	225,000	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$225,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-24					
Project Description Replace Unit 1712, a 2001 service truck.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	90,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$90,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-25					
Project Description Replace Unit 2118, a 2003 vehicle.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	90,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$90,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement - Tandem					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-26					
Project Description Replace Unit 1480, a 1991 tandem.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	200,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement - Tandem					
Category	Streets/Traffic, Vehicle					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-27					
Project Description Replace Unit 1591, a 2002 tandem.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	200,000	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$200,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Survey of Lake #1 - Lots and Rights-of-Way	
Category	Parks & Rec, Public Facilities, Utilities, Streets/Traffic, Twin Lakes - Covers multiple categories	
Department	0810 - ENGINEERING	Approved Project
Ward	Ward 2	
ID	24-0810-04	
Project Description Survey the lots, easements, and rights-of-way at the Shawnee Twin Lakes #1.		



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	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	80,000	80,000	80,000	80,000	0	0
Total	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Switch Replacement					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-03					
Project Description Replace switches that are more than 10 years old to avoid failure and prolonged network outages. Current shipping times range from 6-12 months.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$66,000	\$13,000	\$0	\$66,000	\$0	\$200,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$66,000	\$13,000	\$0	\$66,000	\$0	\$200,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Traffic Fleet Replacement					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Approved Project				
Ward	Not Applicable					
ID	24-0930-04					
Project Description Replace 2012 3/4-ton service truck.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	70,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$70,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Traffic Fleet Replacement - Bucket Truck					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Approved Project				
Ward	Not Applicable					
ID	24-0930-05					
Project Description Replace 2006 bucket truck.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	150,000	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$150,000	\$0	\$0	\$0	\$0

Street Improvement Fund 302

The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development or debt service. The fund's major funding source is sales tax.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

302 - STREET IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
45th Street Widening (Phase 2)	\$0	\$0	\$0	\$0	\$0	\$9,650,000
Belcher Road Bridge Rehabilitation or Replacement	\$0	\$0	\$0	\$0	\$0	\$3,350,000
Bell Street Reconstruction and Widening (Phase 1)	\$0	\$120,000	\$400,000	\$700,000	\$0	\$0
Bell Street Reconstruction and Widening (Phase 2)	\$0	\$0	\$0	\$0	\$150,000	\$1,000,000
Daley Lane, Nix Allen Road, and Terrell Road Overlay	\$0	\$0	\$0	\$0	\$0	\$400,000
Elbert Drive Overlay	\$0	\$0	\$0	\$0	\$0	\$200,000
Federal Street and Center Street Reconstruction	\$	\$0	\$0	\$0	\$0	\$1,000,000
Garrett's Lake Road Reconstruction and Widening	\$0	\$0	\$150,000	\$180,000	\$0	\$7,750,000
Harrison Avenue and Farrall Street Sidewalk Project	\$0	\$0	\$0	\$0	\$0	\$1,200,000
High Mast Light Replacement	\$270,000	\$0	\$0	\$0	\$0	\$0

302 - STREET IMPROVEMENT FUND

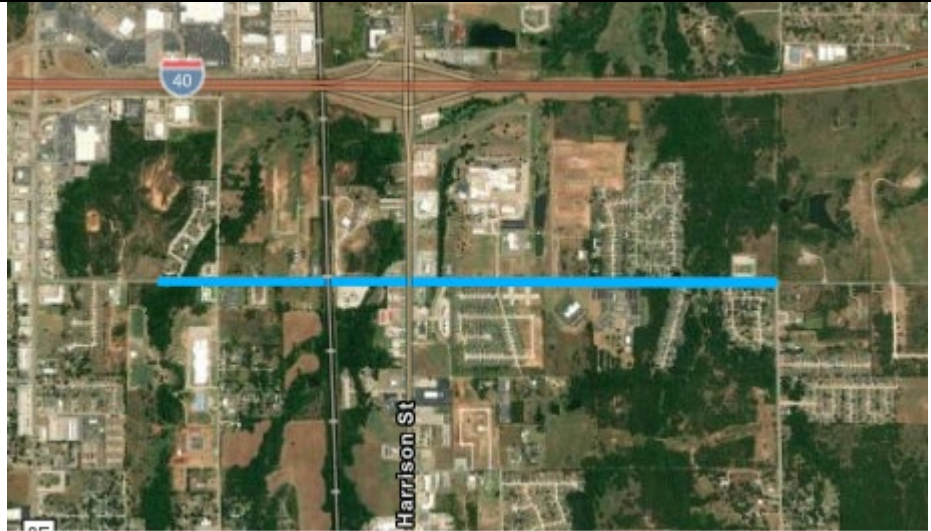
Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Homer Lane Road Bridge Rehabilitation or Replacement	\$0	\$0	\$0	\$0	\$0	\$3,450,000
Kickapoo Avenue (North) Resurfacing and Widening	\$0	\$0	\$0	\$0	\$0	\$5,050,000
Leo Street Reconstruction	\$0	\$0	\$40,000	\$0	\$1,000,000	\$0
Main Street Bridge Replacement	\$50,000	\$0	\$0	\$0	\$0	\$0
McKinley Avenue Bridge Replacement	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Traffic Signal Control Cabinet Replacement	\$150,000	\$0	\$0	\$0	\$0	\$0
Union Street Resurfacing and Widening	\$0	\$0	\$0	\$0	\$0	\$2,020,000
Unit Rate - Paving and Drainage	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Wallace Street Sidewalk Project	\$120,000	\$400,000	\$0	\$0	\$0	\$0
Westech Road Overlay	\$0	\$0	\$0	\$0	\$0	\$750,000
Total	\$1,090,000	\$1,020,000	\$1,090,000	\$1,380,000	\$1,650,000	\$40,820,000

Total record count: 20

302 - STREET IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	45th Street Widening (Phase 2)					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1					
ID	24-0920-06					
Project Description Reconstruct and widen 45th Street. This second phase extends from west of Union Avenue to Bryan Avenue.			Maxar City of Shawnee, Texas Parks & Wildlife, Esri, TomTom, ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	9,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	300,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	350,000
Total	\$0	\$0	\$0	\$0	\$0	\$9,650,000

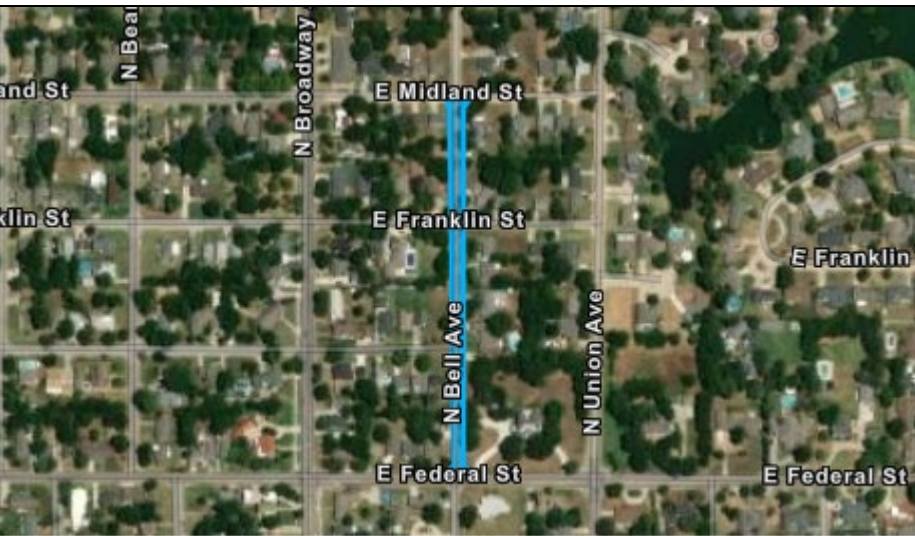
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Belcher Road Bridge Rehabilitation or Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 2					
ID	24-0920-20					
Project Description Rehabilitate or replace the Belcher Road bridge over the Shawnee Twin Lakes #1 spillway, which was constructed in 1960 and consists of eight 40-foot steel girder spans.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	3,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	350,000
Total	\$0	\$0	\$0	\$0	\$0	\$3,350,000

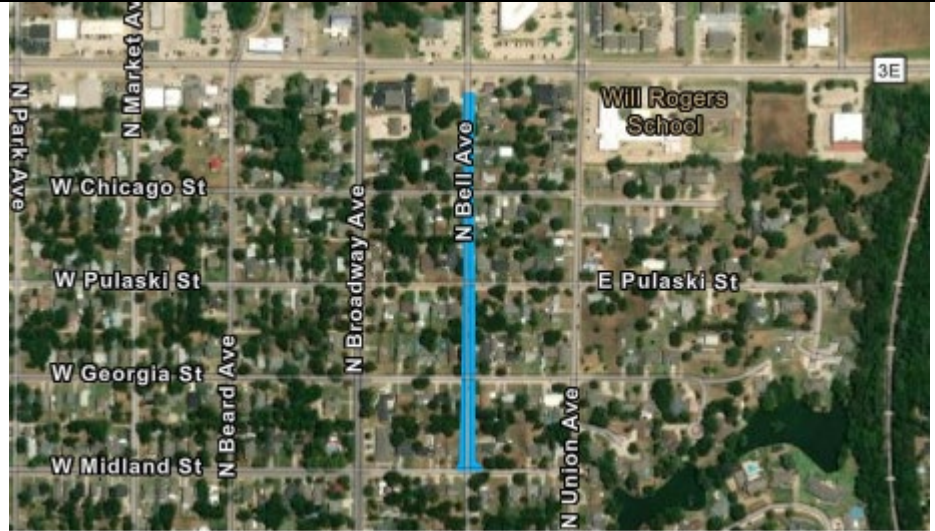
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Bell Street Reconstruction and Widening (Phase 1)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-13					
Project Description Reconstruct and widen Bell Street, from Midland Street to Federal Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	60,000	400,000	700,000	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	60,000	0	0	0	0
Total	\$0	\$120,000	\$400,000	\$700,000	\$0	\$0

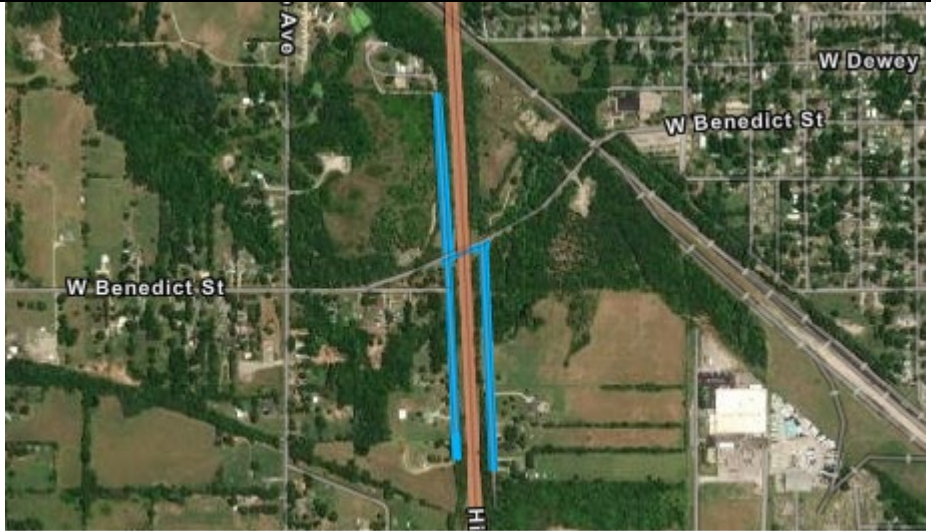
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Bell Street Reconstruction and Widening (Phase 2)			 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri		
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-04					
Project Description Reconstruct and widen Bell Street, from Highland Street to Midland Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	150,000	0
Total	\$0	\$0	\$0	\$0	\$150,000	\$1,000,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Daley Lane, Nix Allen Road, and Terrell Road Overlay					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 2, Ward 3					
ID	24-0920-15					
Project Description Overlay existing gravel roads with asphalt.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	400,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$400,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Elbert Drive Overlay					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1					
ID	24-0920-17					
Project Description Overlay existing gravel road with asphalt, from MacArthur Street to north end of roadway.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	200,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$200,000

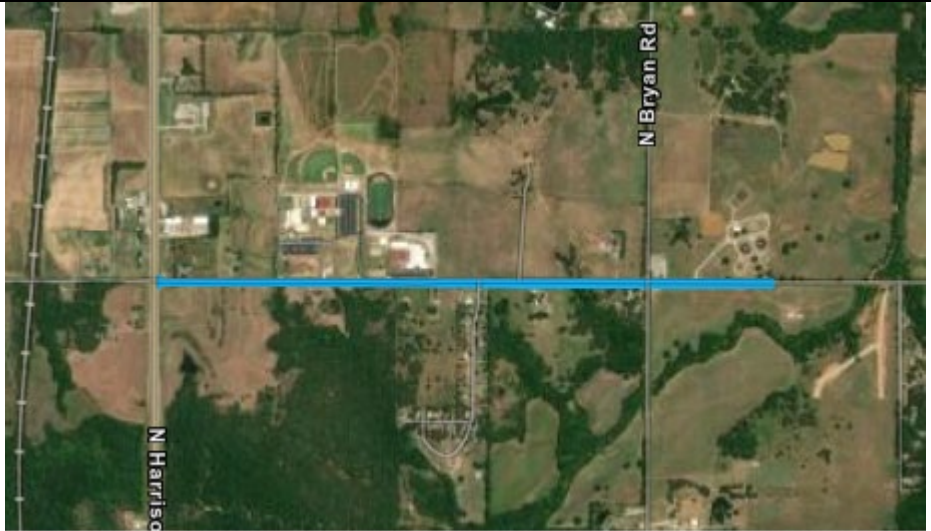
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Federal Street and Center Street Reconstruction					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1, Ward 5					
ID	24-0920-05					
Project Description Reconstruct Federal Street and Center Street, from Harrison Avenue to Oak Hill Road.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	915,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services		0	0	0	0	85,000
Total	\$	\$0	\$0	\$0	\$0	\$1,000,000

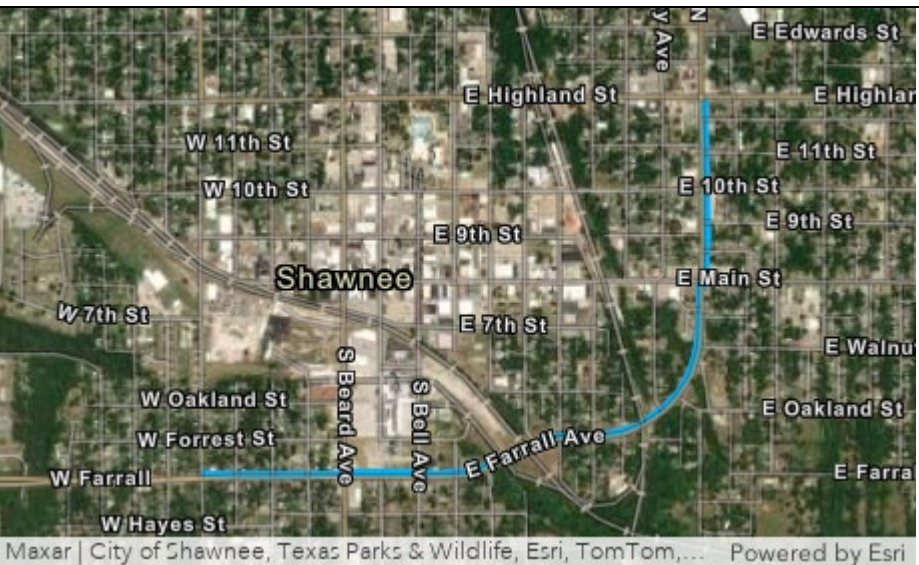
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Garrett's Lake Road Reconstruction and Widening		 Maxar City of Shawnee, Texas Parks & Wildlife, Esri, TomTom,... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1					
ID	24-0920-07					
Project Description Reconstruct and widen Garrett's Lake Road, from Harrison Avenue east to the City limits.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	7,550,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	200,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	150,000	180,000	0	0
Total	\$0	\$0	\$150,000	\$180,000	\$0	\$7,750,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Harrison Avenue and Farrall Street Sidewalk Project					
Category	Streets/Traffic					
Department	0810 - ENGINEERING	Future Project				
Ward	Ward 3					
ID	24-0810-18					
Project Description Add pedestrian facilities along the Harrison and Farrall Street corridor, from the Harrison and Highland intersection to the Kickapoo and Farrall intersection.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	200,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,200,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	High Mast Light Replacement					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Pending Project				
Ward	Ward 1, Ward 6					
ID	25-0930-01					
Project Description Replace Interstate-40 high mast lights damaged by the April 19, 2023, storm event.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	270,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$270,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Homer Lane Road Bridge Rehabilitation or Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 2					
ID	24-0920-23					
Project Description Rehabilitate or replace the Homer Lane Road bridge over the canal that connects Shawnee Twin Lakes #1 and #2; the bridge was constructed in 1981 and consists of 35-foot steel I-beam spans.			Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	3,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	450,000
Total	\$0	\$0	\$0	\$0	\$0	\$3,450,000

City of Shawnee

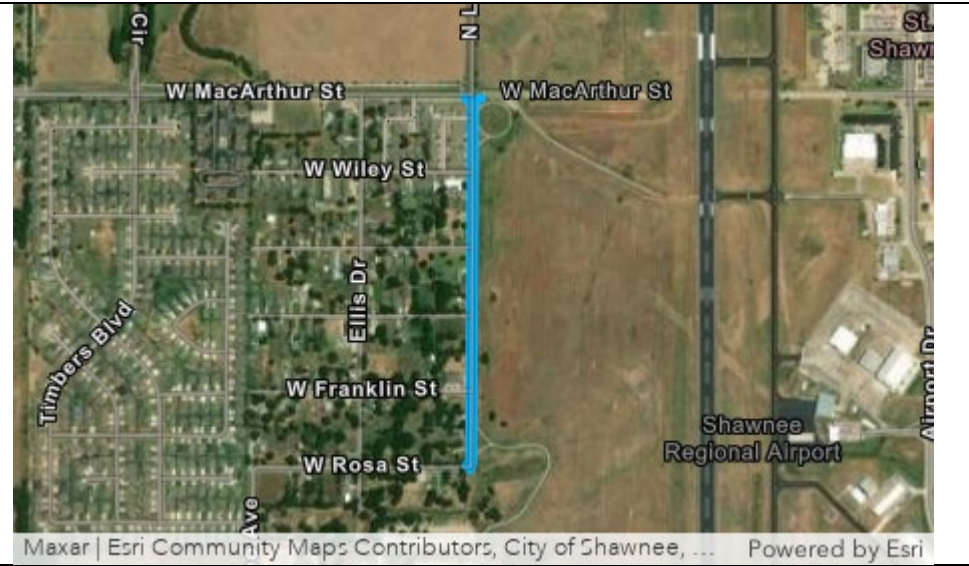
FY 2025-2029 Capital Improvement Plan

Project Title	Kickapoo Avenue (North) Resurfacing and Widening					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1, Ward 6					
ID	24-0920-09					
Project Description Resurface and widen Kickapoo Street, from the Shawnee Mall to Garrett's Lake Road.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	4,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	150,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	400,000
Total	\$0	\$0	\$0	\$0	\$0	\$5,050,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Leo Street Reconstruction	
Category	Streets/Traffic	
Department	0920 - STREETS	Approved Project
Ward	Ward 6	
ID	24-0920-11	
Project Description Reconstruct and widen Leo Street, from Rosa Street to MacArthur Street.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	1,000,000	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	40,000	0	0	0
Total	\$0	\$0	\$40,000	\$0	\$1,000,000	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Main Street Bridge Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 3					
ID	24-0810-02					
Project Description Remove and replace the Main Street bridge over Shawnee Creek, just west of Tucker Ave.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	50,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	McKinley Avenue Bridge Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 3					
ID	24-0810-19					
Project Description Remove and replace the McKinley Avenue bridge over Shawnee Creek, just south of Main St.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	2,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	500,000
Total	\$0	\$0	\$0	\$0	\$0	\$2,500,000

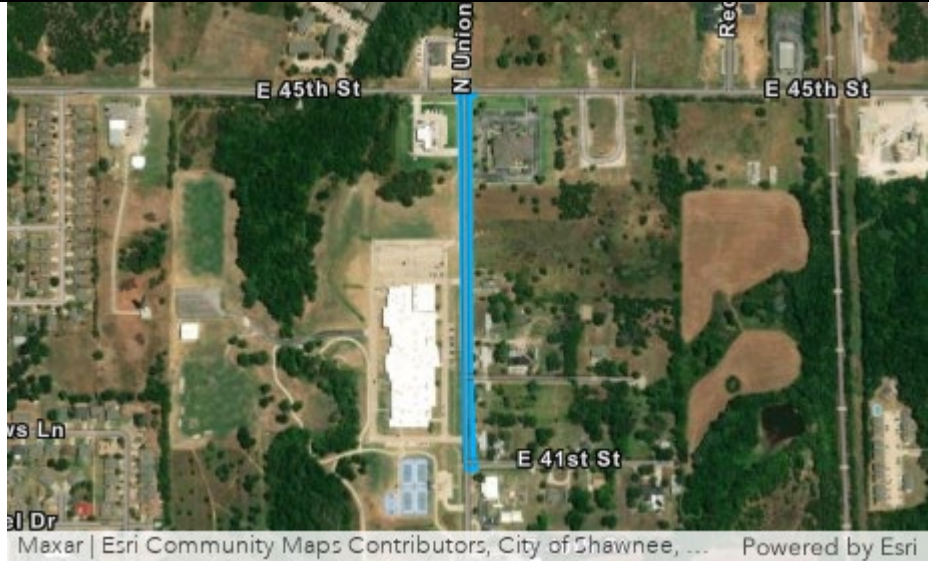
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Traffic Signal Control Cabinet Replacement					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6					
ID	24-0930-02					
Project Description Continue traffic signal control cabinet replacement program.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$150,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Union Street Resurfacing and Widening					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-14					
Project Description Resurface and widen Union Street, from 45th Street to 40th Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,700,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	100,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	220,000
Total	\$0	\$0	\$0	\$0	\$0	\$2,020,000

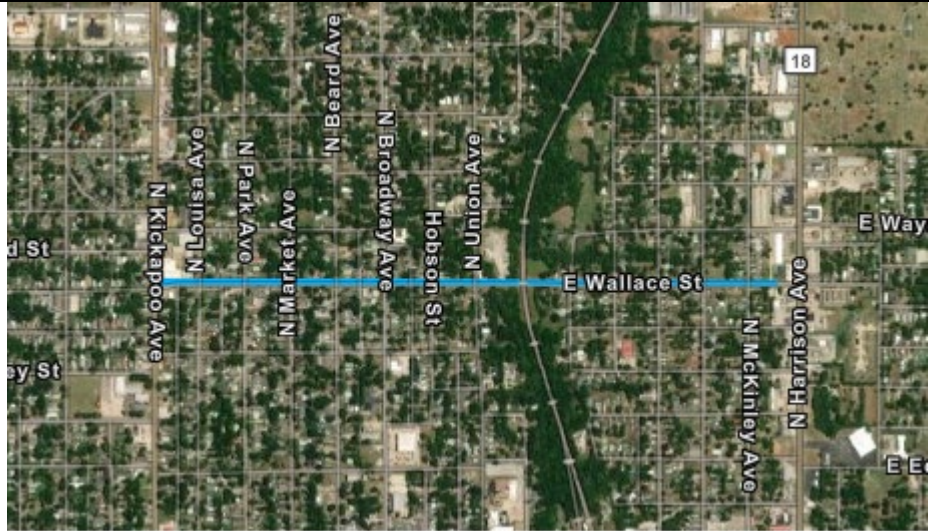
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Unit Rate - Paving and Drainage					
Category	Streets/Traffic, Stormwater					
Department	0920 - STREETS	Pending Project				
Ward	Not Applicable					
ID	25-0920-01					
Project Description Utilize unit price contract to complete paving and storm drainage projects that involve repetitive tasks or, alternatively, projects where the duration, scope, or requirements may be incomplete or difficult to estimate.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	500,000	500,000	500,000	500,000	500,000	2,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Wallace Street Sidewalk Project					
Category	Streets/Traffic					
Department	0810 - ENGINEERING	Approved Project				
Ward	Ward 2, Ward 4, Ward 5					
ID	24-0810-07					
Project Description Add a pedestrian facility on the north side of Wallace Street, from Kickapoo Street to Harrison Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	400,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	60,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	60,000	0	0	0	0	0
Total	\$120,000	\$400,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Westtech Road Overlay					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 6					
ID	24-0920-16					
Project Description Overlay existing gravel road with asphalt, from Kickapoo Avenue west to the City limits.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	750,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$750,000



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2018 Capital Improvement Fund 303

The 2018 Capital Improvement Fund accounts for the addition half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Heart of Oklahoma Expo Center Enhancements and Remodel	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
Library Roof Replacement	\$150,000	\$0	\$0	\$0	\$0	\$0
Santa Fe Depot Roof and Remodel	\$1,075,774	\$0	\$0	\$0	\$0	\$0
Total	\$1,325,774	\$100,000	\$100,000	\$100,000	\$100,000	\$0

Total record count: 3

303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Heart of Oklahoma Expo Center Enhancements and Remodel					
Category	Public Facilities					
Department	1210 - EXPO CENTER	Ongoing Project				
Ward	Ward 6					
ID	24-1210-01					
Project Description Continue facility updates at the Shawnee Heart of Oklahoma Expo Center.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	100,000	100,000	100,000	100,000	100,000	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Library Roof Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	1110 - LIBRARY	Approved Project				
Ward	Ward 3					
ID	24-1110-04					
Project Description Replace the roof at the Shawnee Public Library.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	150,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Santa Fe Depot Roof Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	0510 - COMMUNITY DEVELOPMENT	Ongoing Project				
Ward	Ward 3					
ID	C-21-03A					
Project Description Rehabilitate or replace the Santa Fe Depot roof and other exterior items.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	1,075,774	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,075,774	\$0	\$0	\$0	\$0	\$0



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Capital Improvement
Fund 301
&
2018 Capital Improvement
Fund 303

City of Shawnee

FY 2025-2029 Capital Improvement Plan

301 - CAPITAL IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Fire Station 3 Remodel	\$2,455,000	\$0	\$0	\$0	\$0	\$0
Total	\$2,455,000	\$0	\$0	\$0	\$0	\$0

Total record count: 1

301 - CAPITAL IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Station 3 Remodel					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Ongoing Project				
Ward	Ward 1					
ID	C-21-04E					
Project Description Remodel and upgrade Fire Station 3.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	2,455,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$2,455,000	\$0	\$0	\$0	\$0	\$0



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Street Improvement
Fund 302
&
2018 Capital Improvement
Fund 303

City of Shawnee

FY 2025-2029 Capital Improvement Plan

302 - STREET IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
45th Street Widening (Phase 1)	\$4,680,000	\$4,580,000	\$80,000	\$0	\$0	\$0
Pressure Pave, Seal Coat, Overlay or Panel Replacement Project	\$2,100,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$7,500,000
Total	\$6,780,000	\$5,780,000	\$1,280,000	\$1,200,000	\$1,200,000	\$7,500,000

Total record count: 2

302 - STREET IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	45th Street Widening (Phase 1)					
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 1, Ward 6					
ID	24-0810-01					
Project Description Reconstruct and widen 45th Street. This first phase extends from Burning Wood Drive to west of Union Avenue.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	4,000,000	4,500,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	600,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	80,000	80,000	80,000	0	0	0
Total	\$4,680,000	\$4,580,000	\$80,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Pressure Pave, Seal Coat, Overlay or Panel Replacement Project					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6					
ID	24-0920-29					
Project Description Provide routine maintenance activities, including crack seals, pothole fills, pavement patches, pressure pave, overlays, panel replacements, striping and pavement markings, and curb repair.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	2,100,000	1,200,000	1,200,000	1,200,000	1,200,000	7,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$2,100,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$7,500,000

American Rescue Plan

Fund 304

Federal American Rescue Plan Act (ARPA) funds were received through a direct allocation from the U.S. Treasury, as well as through a non-competitive and a competitive grant application for State ARPA funds.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

304 - AMERICAN RESCUE PLAN FUNDS

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Edwards, Fay, Alice, and Pesotum Water Line Project (ARPA-funded)	\$3,285,160	\$0	\$0	\$0	\$0	\$0
Hayes Street Water Line Project (ARPA-funded)	\$559,536	\$0	\$0	\$0	\$0	\$0
Independence Street and Center Avenue Water Line Project (ARPA-funded)	\$1,857,262	\$0	\$0	\$0	\$0	\$0
Lowe's Water Line Loop Project (ARPA-funded)	\$776,000	\$0	\$0	\$0	\$0	\$0
Marie Drive Water Line Project (ARPA-funded)	\$543,814	\$0	\$0	\$0	\$0	\$0
Midland Addition Water Line Project (ARPA-funded)	\$445,849	\$0	\$0	\$0	\$0	\$0
Park Street Water Line Project (ARPA-funded)	\$1,095,586	\$0	\$0	\$0	\$0	\$0
Sewer Pipe Bursting (ARPA Funded)	\$1,861,814	\$0	\$0	\$0	\$0	\$0

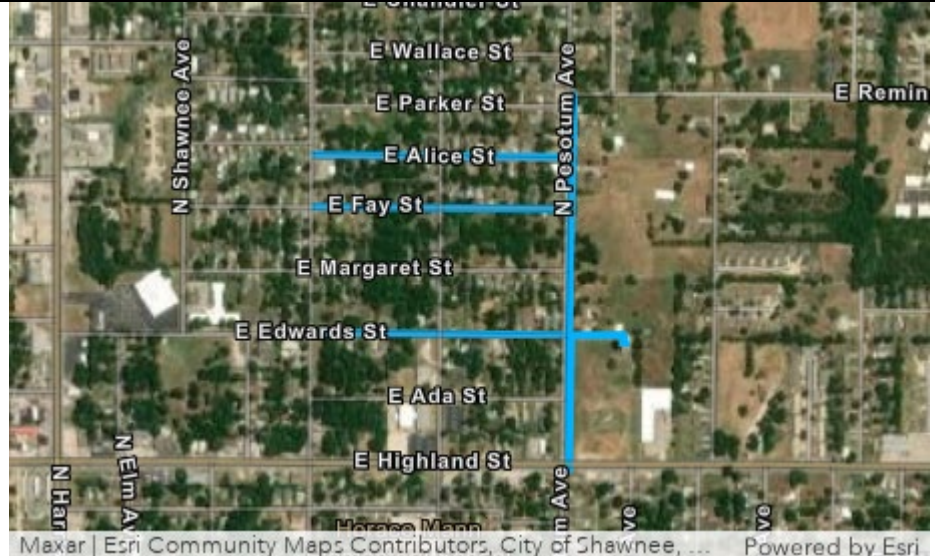
304 - AMERICAN RESCUE PLAN FUNDS

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Thomson Heights Addition Water Line Project (ARPA- funded)	\$959,206	\$0	\$0	\$0	\$0	\$0
Total	\$11,384,227	\$0	\$0	\$0	\$0	\$0

Total record count: 9

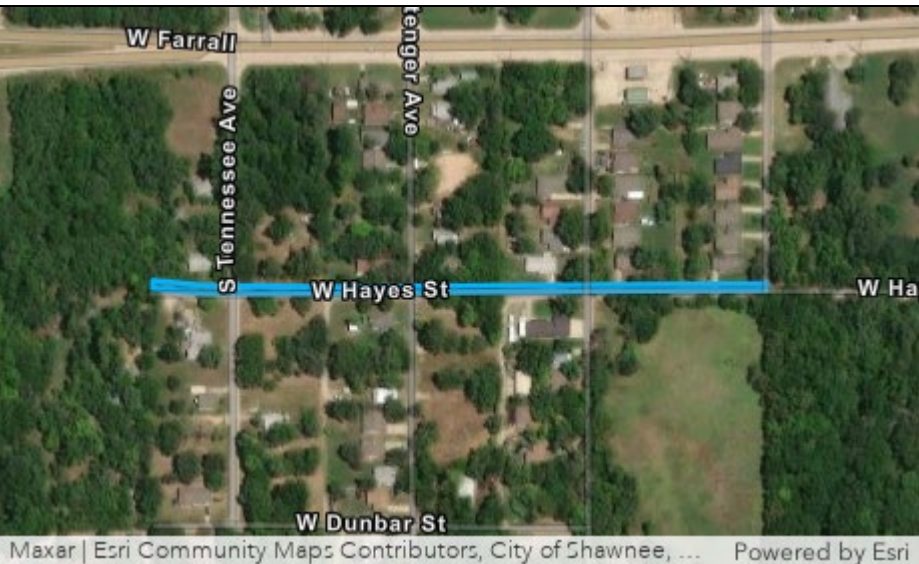
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Edwards, Fay, Alice, and Pesotum Water Line Project (ARPA-funded)					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 4					
ID	C-23-06					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	3,222,160	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	60,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	3,000	0	0	0	0	0
Total	\$3,285,160	\$0	\$0	\$0	\$0	\$0

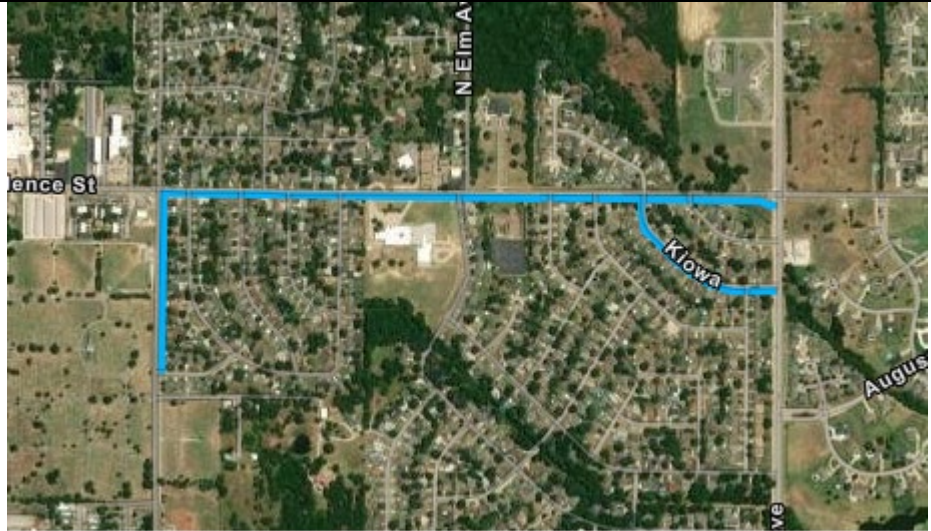
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Hayes Street Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 3					
ID	24-0810-15					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (West of Aydelotte Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	510,036	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	49,500	0	0	0	0	0
Total	\$559,536	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Independence Street and Center Avenue Water Line Project (ARPA-funded)					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 5					
ID	C-23-02					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,783,762	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	73,500	0	0	0	0	0
Total	\$1,857,262	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lowe's Water Line Loop Project (ARPA-funded)	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Approved Project
Ward	Ward 1	
ID	C-23-04	

Project Description

Replace a segment of waterline and extend the existing waterline to create a loop.

The project is designed to increase availability and reliability of water in the area and eliminate repetitive main breaks caused by water hammering.



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	725,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	45,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	6,000	0	0	0	0	0
Total	\$776,000	\$0	\$0	\$0	\$0	\$0

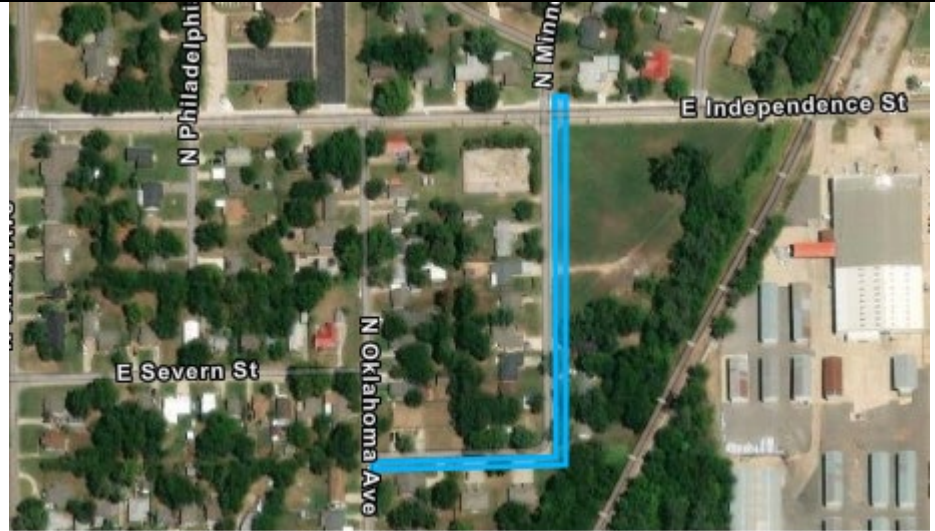
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Marie Drive Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 6					
ID	C-23-07					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (39th St. to Pottenger Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	529,004	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	14,810	0	0	0	0	0
Total	\$543,814	\$0	\$0	\$0	\$0	\$0

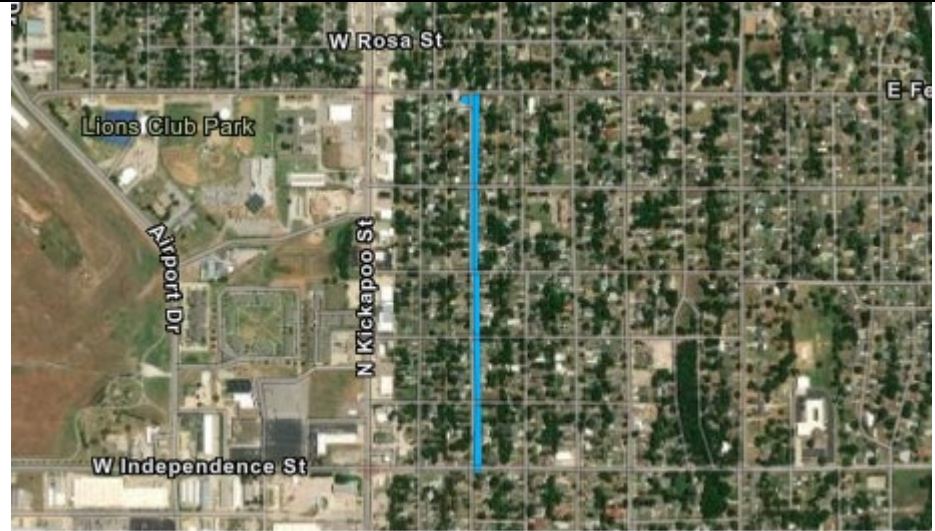
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Midland Addition Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 5					
ID	24-0810-16					
Project Description Extend the existing waterline to create a loop. The project is designed to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	363,204	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	82,645	0	0	0	0	0
Total	\$445,849	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Park Street Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 2					
ID	C-23-03					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Federal St. to Independence St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	978,476	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	117,110	0	0	0	0	0
Total	\$1,095,586	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Sewer Pipe Bursting (ARPA Funded)		 Earthstar Geographics Esri, FAO, NOAA, USGS Powered by Esri			
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 6					
ID	C-23-08					
Project Description Replace 7,500 feet of key sewer mains identified in the City's application for State ARPA funds, using pipe bursting or trenchless sewer repair.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,810,214	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	51,600	0	0	0	0	0
Total	\$1,861,814	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Thomson Heights Addition Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 5					
ID	C-23-05					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	894,840	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	64,366	0	0	0	0	0
Total	\$959,206	\$0	\$0	\$0	\$0	\$0

Shawnee Municipal Authority

Fund 501

The Shawnee Municipal Authority Fund accounts for the construction or major reconstruction of water and sewer capital projects. The fund's major funding source are water, sewer, and sanitation user charges.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

501 - SHAWNEE MUNICIPAL AUTHORITY

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Acme Road Lift Station Upgrade	\$200,000	\$0	\$0	\$0	\$0	\$0
Annual Sewer Pipe Bursting	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Broadway Avenue Water Line Project	\$0	\$0	\$0	\$0	\$0	\$875,000
Drive-through Kiosk for Utility Billing	\$44,836	\$15,173	\$15,173	\$15,173	\$15,173	\$15,173
Georgia Street Lift Station Upgrade	\$50,000	\$200,000	\$0	\$0	\$0	\$0
Golden Acres Water Line Loop Project	\$0	\$0	\$0	\$0	\$0	\$1,030,000
Highland Street Water Line Project	\$0	\$0	\$0	\$150,000	\$1,740,000	\$0
Hoffman's Addition Water Line Project	\$0	\$0	\$0	\$0	\$0	\$1,050,000
Independence Street Water Line Project	\$0	\$0	\$0	\$0	\$0	\$930,000
MacArthur Street Water Line Project	\$0	\$0	\$0	\$0	\$0	\$1,830,000

501 - SHAWNEE MUNICIPAL AUTHORITY

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Public Works Administration Building Renovation	\$50,000	\$0	\$0	\$0	\$0	\$0
Pulaski Street Water Line Project	\$0	\$0	\$510,000	\$490,000	\$0	\$0
Shawnee Twin Lake #1 Dam Rehabilitation Design	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Wallace Street and Union Avenue Water Line Project	\$0	\$0	\$0	\$0	\$0	\$2,160,000
Walnut Street Water Line Project	\$0	\$0	\$460,000	\$470,000	\$0	\$0
Wastewater Treatment Plant Updates	\$25,000,000	\$15,000,000	\$0	\$0	\$0	\$0
Water Treatment Plant Lagoon Outfall Structure / Flow Meter	\$40,000	\$150,000	\$0	\$0	\$0	\$0
Total	\$27,384,836	\$16,365,173	\$1,985,173	\$2,125,173	\$2,755,173	\$12,890,173

Total record count: 17

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Acme Road Lift Station Upgrade		Acme Rd 			
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 6					
ID	24-0810-21					
Project Description Upgrade of existing lift station east of Acme Road.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	200,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

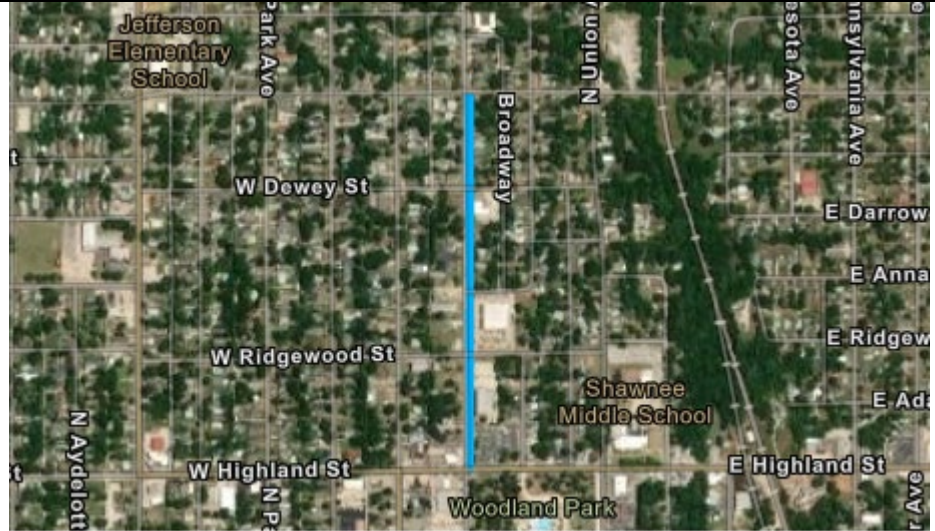
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Annual Sewer Pipe Bursting					
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6					
ID	24-1070-01					
Project Description Replace key sewer mains identified in the City's asset management system, using pipe bursting or trenchless sewer repair.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Broadway Avenue Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Future Project				
Ward	Ward 3, Ward 4					
ID	24-1040-06					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Highland St. to Wallace St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	800,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	75,000
Total	\$0	\$0	\$0	\$0	\$0	\$875,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Drive-through Kiosk for Utility Billing					
Category	Utilities					
Department	0310 - UTILITY BILLING	Approved Project				
Ward	Ward 3					
ID	24-0310-01					
Project Description Install a kiosk to replace the current drive-through window at City Hall to allow customers to access their utility account, check their balance, and pay their bill anytime.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$35,836	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	9,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	15,173	15,173	15,173	15,173	15,173
Total	\$44,836	\$15,173	\$15,173	\$15,173	\$15,173	\$15,173

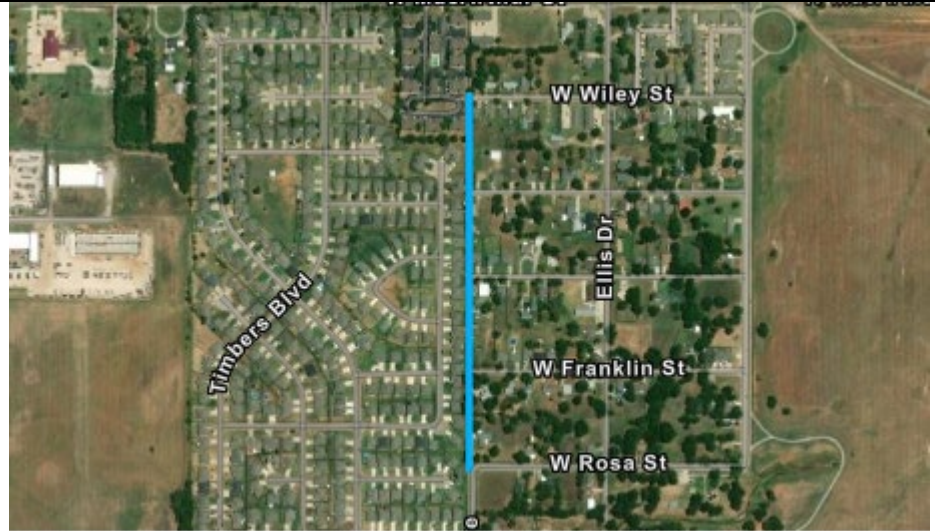
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Georgia Street Lift Station Upgrade		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1					
ID	24-0810-20					
Project Description Upgrade the existing lift station west of Georgia Street to submersible pumps.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	200,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	50,000	0	0	0	0	0
Total	\$50,000	\$200,000	\$0	\$0	\$0	\$0

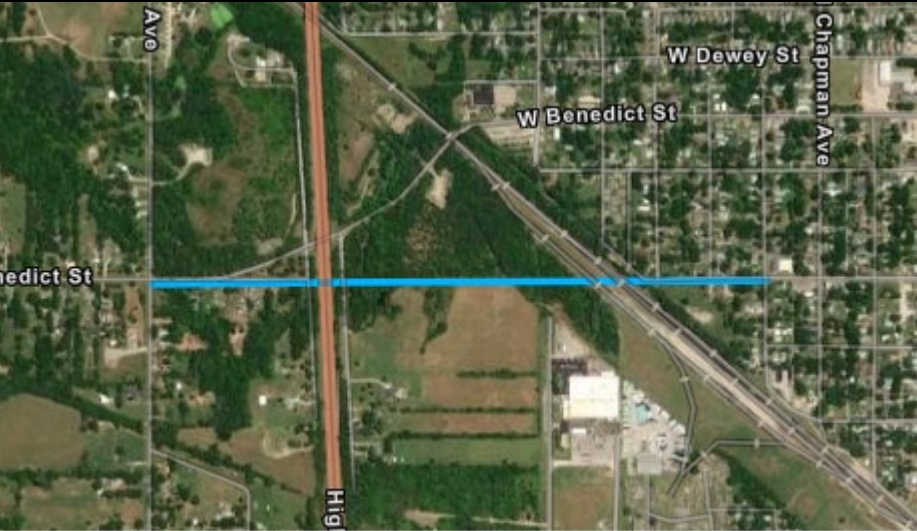
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Golden Acres Water Line Loop Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Future Project				
Ward	Ward 6					
ID	24-1040-07					
Project Description Connect existing dead-end segments to create a loop. The project is designed to increase availability and reliability of water in the area and eliminate repetitive maintenance activities required to flush dead-end hydrants.			Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	850,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	100,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	80,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,030,000

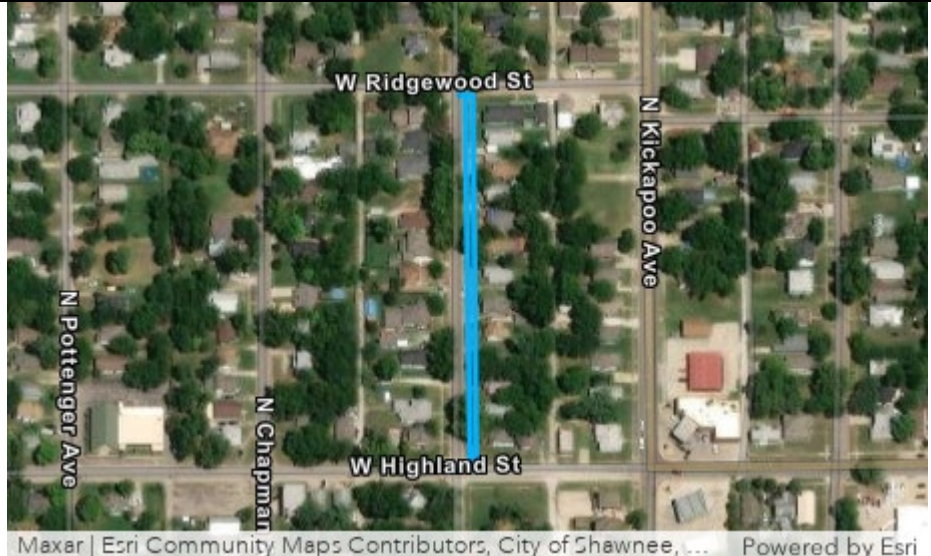
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Highland Street Water Line Project		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 3					
ID	24-0810-09					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (N Pottenger Ave. to N Leo Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	1,740,000	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	110,000	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	40,000	0	0
Total	\$0	\$0	\$0	\$150,000	\$1,740,000	\$0

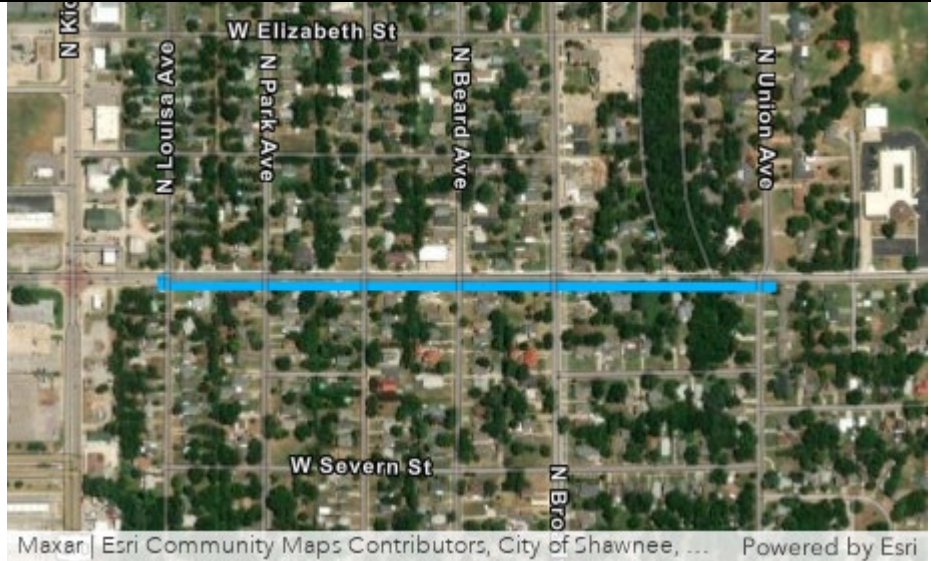
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Hoffman's Addition Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 3					
ID	24-0810-14					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Aydelotte Ave., from Ridgewood St. to Highland St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	50,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,050,000

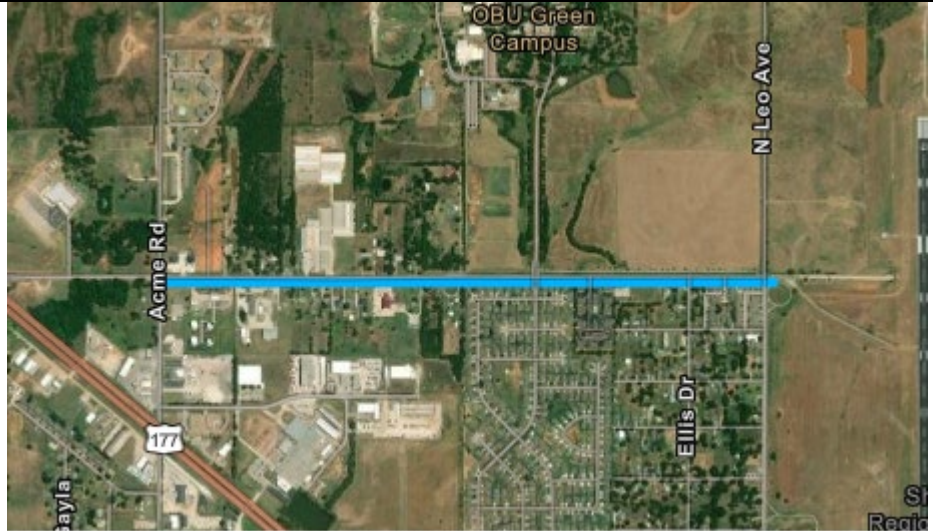
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Independence Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 2					
ID	24-1040-02					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Union Ave. to Louisa Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	850,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	80,000
Total	\$0	\$0	\$0	\$0	\$0	\$930,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	MacArthur Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 6					
ID	24-1040-01					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Acme Rd. to Leo St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,700,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	130,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,830,000

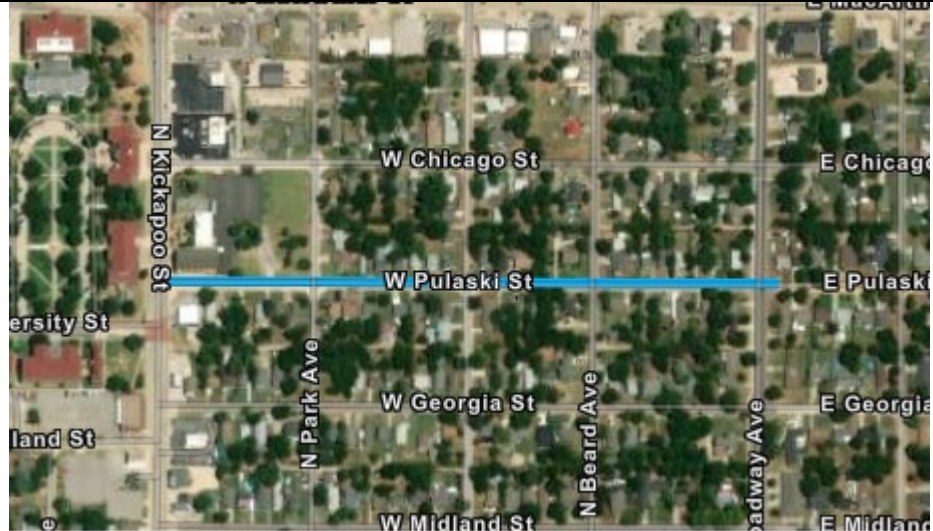
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Public Works Administration Building Renovation		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities, Utilities					
Department	1010 - UTILITY ADMINISTRATION	Approved Project				
Ward	Ward 3					
ID	24-1010-02					
Project Description Renovate the interior of the Public Works administrative building, focusing primarily on the restrooms.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	50,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$0	\$0

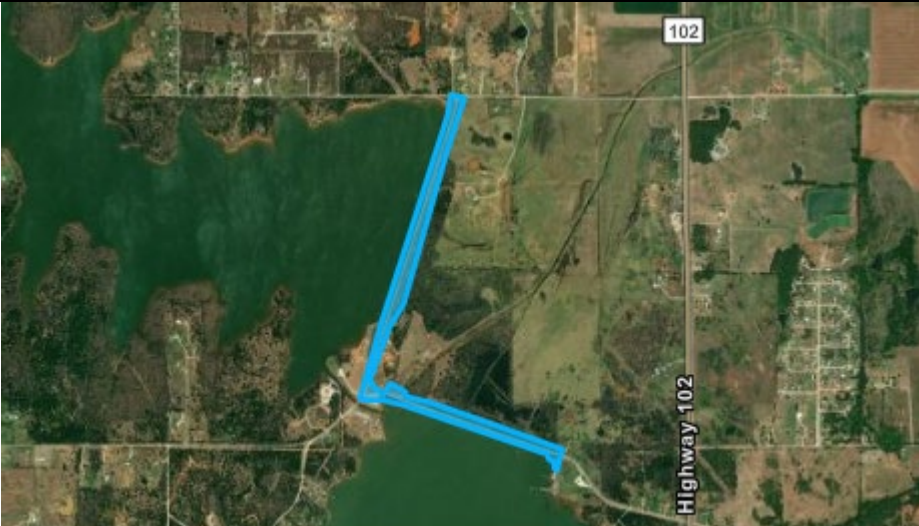
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Pulaski Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 1, Ward 6					
ID	24-1040-03					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Broadway Ave. to Kickapoo Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	450,000	450,000	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	60,000	40,000	0	0
Total	\$0	\$0	\$510,000	\$490,000	\$0	\$0

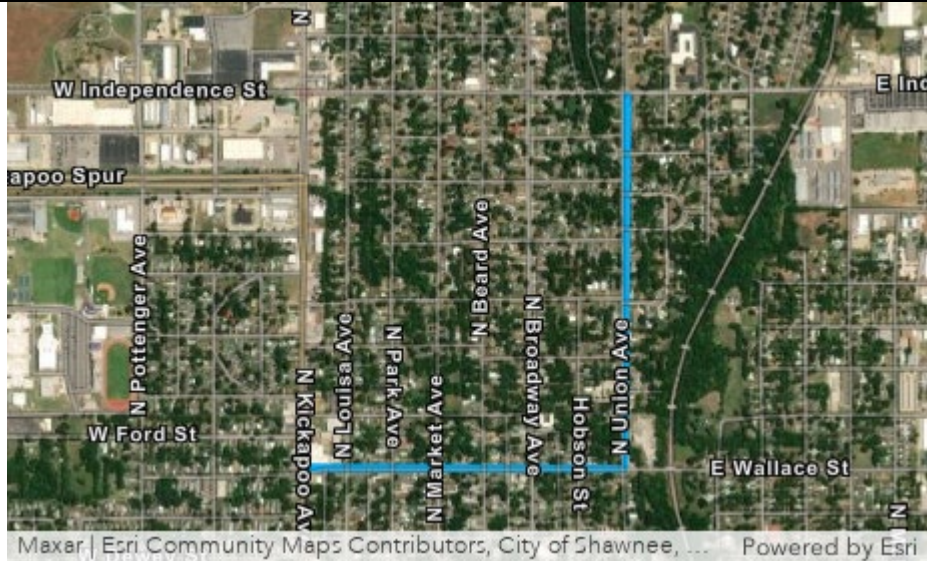
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Shawnee Twin Lake #1 Dam Rehabilitation Design		 Maxar City of Shawnee, Texas Parks & Wildlife, Esri, TomTom, ... Powered by Esri			
Category	Public Safety, Utilities, Streets/Traffic, Twin Lakes - Covers multiple categories					
Department	0810 - ENGINEERING	Ongoing Project				
Ward	Ward 2					
ID	24-0810-03					
Project Description Evaluate and design solutions to mitigate issues identified in recent Lake dam inspection.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	1,000,000	0	0	0	0	0
Total	\$1,000,000	\$0	\$0	\$0	\$0	\$0

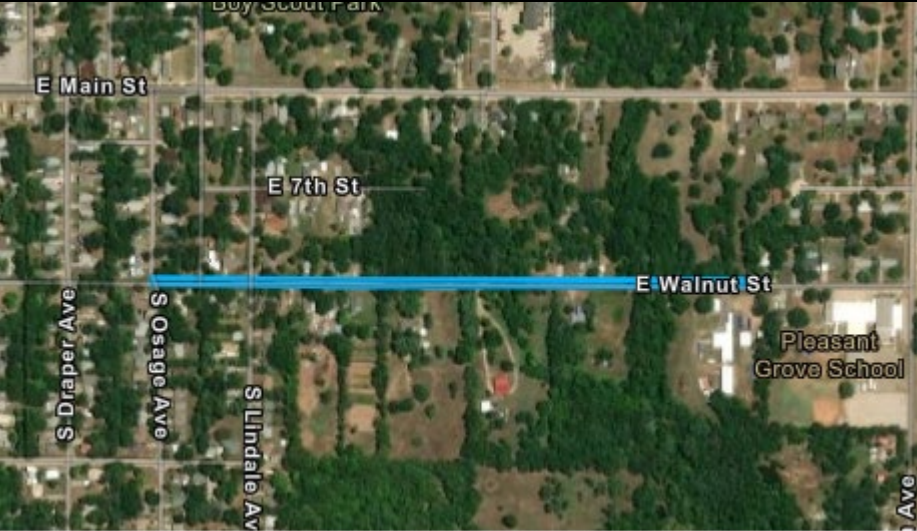
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Wallace Street and Union Avenue Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Future Project				
Ward	Ward 2, Ward 4, Ward 5					
ID	24-1040-05					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	2,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	160,000
Total	\$0	\$0	\$0	\$0	\$0	\$2,160,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Walnut Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 4					
ID	24-1040-03					
Project Description Replace a segment of waterline and extend the existing waterline to create a loop. The project is designed to increase availability and reliability of water in the area. (West of Bryan Ave. to Osage Ave.)			Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	400,000	450,000	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	60,000	20,000	0	0
Total	\$0	\$0	\$460,000	\$470,000	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Wastewater Treatment Plant Updates					
Category	Utilities					
Department	1010 - UTILITY ADMINISTRATION	Ongoing Project				
Ward	Ward 1					
ID	C-20-01					
Project Description Convert the Southside Wastewater Treatment Plant into a large lift station, construct a cross-town force-main, and construct a new Northside Wastewater Treatment Plant to enhance the facility's treatment process and capacity.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	23,500,000	14,000,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	1,500,000	1,000,000	0	0	0	0
Total	\$25,000,000	\$15,000,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Water Treatment Plant Lagoon Outfall Structure / Flow Meter		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Utilities					
Department	1030 - WATER PRODUCTION	Pending Project				
Ward	Ward 3					
ID	25-1010-01					
Project Description Construct an outfall structure / flow meter for the water treatment plant lagoon.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	150,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	40,000	0	0	0	0	0
Total	\$40,000	\$150,000	\$0	\$0	\$0	\$0

Shawnee Airport Authority

Fund 511

The Shawnee Airport Authority Fund accounts for the construction or major reconstruction of airport facility projects. The fund's major funding source include rental revenues and federal grants for capital projects.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

511 - SHAWNEE AIRPORT AUTHORITY

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Reconstruct Public Access Aircraft Parking Apron	\$0	\$0	\$0	\$0	\$0	\$6,208,355
Replace Precision Approach Pathway Indicator Light System	\$150,000	\$0	\$0	\$0	\$0	\$0
Taxilane Reconstruction	\$200,000	\$2,038,350	\$0	\$0	\$0	\$250,000
Total	\$350,000	\$2,038,350	\$0	\$0	\$0	\$6,458,355

Total record count: 3

511 - SHAWNEE AIRPORT AUTHORITY

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Reconstruct Public Access Aircraft Parking Apron		 Shawnee Regional Airport Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Public Facilities					
Department	0120 - AIRPORT	Future Project				
Ward	Ward 6					
ID	25-0120-02					
Project Description Remove the existing asphalt public access aircraft parking ramp, and replace with concrete.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	5,928,355
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	280,000
Total	\$0	\$0	\$0	\$0	\$0	\$6,208,355

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Replace Precision Approach Pathway Indicator Light System					
Category	Public Facilities					
Department	0120 - AIRPORT	Future Project				
Ward	Ward 6					
ID	25-0120-03					
Project Description Replace the Precision Approach Pathway Indicator (PAPI) Light System, originally installed in 1997 with a new LED type system.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$150,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Taxilane Reconstruction					
Category	Shawnee Regional Airport - Aircraft Taxilanes					
Department	0120 - AIRPORT	Approved Project				
Ward	Ward 6					
ID	24-0120-02					
Project Description Reconstruct various taxilanes that grant access to existing publicly owned hangar buildings.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	2,038,350	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	200,000	0	0	0	0	250,000
Total	\$200,000	\$2,038,350	\$0	\$0	\$0	\$250,000

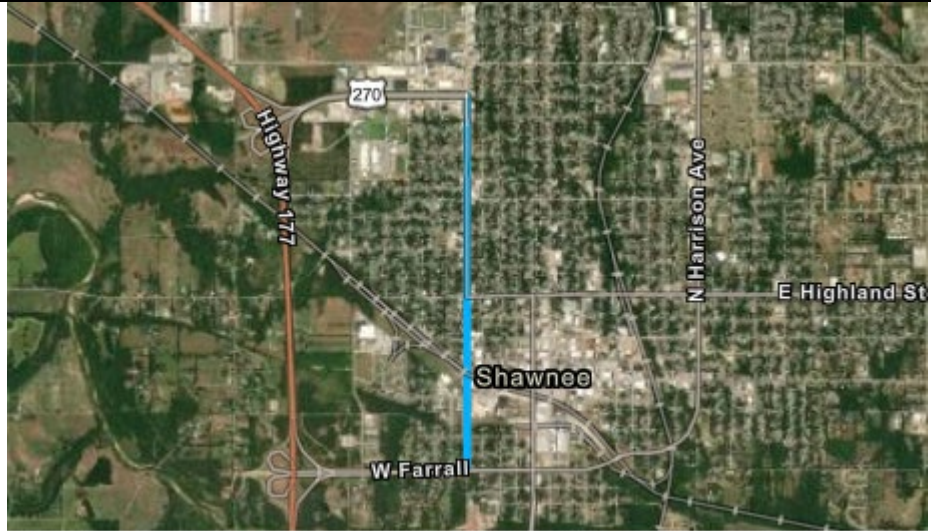


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Other or Unknown Funding

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Kickapoo Avenue (South) Reconstruction and Widening					
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 2, Ward 3					
ID	24-0920-30					
Project Description Reconstruct and widen Kickapoo Avenue, from the Kickapoo Spur to Farrall Street. (This is an Oklahoma Department of Transportation-sponsored project.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

UNKNOWN Funding

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Airport Master Plan Update	\$200,000	\$0	\$0	\$0	\$0	\$0
Auditorium / Senior Center Gym Floor Replacement	\$0	\$0	\$0	\$0	\$0	\$0
Auditorium / Senior Center Stage Floor Repair	\$0	\$0	\$0	\$0	\$0	\$0
Santa Fe Depot Remodel - Phase 2	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0
Total	\$500,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0

Total record count: 4

UNKNOWN

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Airport Master Plan Update	
Category	Shawnee Regional Airport	
Department	0120 - AIRPORT	Future Project
Ward	Ward 6	
ID		
Project Description Complete a comprehensive update of the Airport Master Plan. 1. Study current airport layout and components. 2. Investigate concepts and alternatives, and formulate feasible short-, medium-, and long-term development plans. 3. Establish an achievable schedule for implementation. 4. Identify financial options to fund proposed developments. 5. Address relevant issues to comply with local, state, and federal regulations. 6. Create a framework for a continuous planning process.		



Earthstar Geographics | City of Shawnee, Texas Parks & Wildlif... Powered by Esri

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	200,000	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

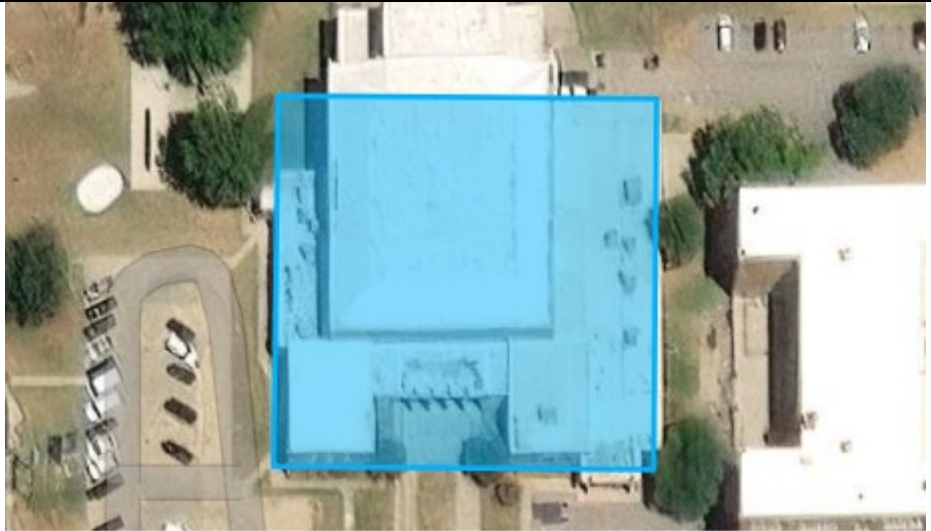
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Auditorium / Senior Center Gym Floor Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	1120 - RECREATION	Approved Project				
Ward	Ward 3					
ID	24-1120-01					
Project Description Replace the gym floor at the Auditorium / Senior Center.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Auditorium / Senior Center Stage Floor Repair		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	1120 - RECREATION	Approved Project				
Ward	Ward 3					
ID	24-1120-02					
Project Description Repair the stage floor at the Auditorium / Senior Center.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Santa Fe Depot Remodel - Phase 2					
Category	Public Facilities					
Department	0110 - CITY MANAGER	Future Project				
Ward	Ward 3					
ID	25-0110-01					
Project Description Rehabilitate the Santa Fe Depot's exterior and interior.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	2,000,000	1,000,000	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	300,000	0	0	0	0	0
Total	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Annual Review of the Public Safety Fee.

Background: At the June 6, 2022, meeting of the City of Shawnee Board of Commissioners, and in response to staffing needs for the Shawnee Fire Department, the City Commission adopted Ordinance Nos. 2762NS and 2763NS that put in place a monthly Public Safety Fee charge of \$1.65 per utility account. With approximately 11,700 active utility accounts, the fee provides an estimated \$231,660 per year, which allowed for the initial hiring and the continued retention of three additional firefighters.

Ordinance Nos. 2762NS and 2763NS also stipulate that the Public Safety Fee be reviewed annually by the City Commission. Having recently completed the revenue projections for the proposed Fiscal Year 2024-2025 operating budget, it was determined that no alternative long-term funding source has become available to replace the Public Safety Fee at this time.

Financial Impact: Estimated revenue of \$231,660 for Fiscal Year 2025

Attachments: Ordinance 2762NS, Ordinance 2763NS

Staff Recommendation: (For information only)

ORDINANCE NO 2762NS

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 26 "UTILITIES," BY ADDING AND ADOPTING A PUBLIC SAFETY FEE; AND PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend Chapter 26 of the Shawnee Municipal Code of Ordinances of the City of Shawnee, Oklahoma so as to create, implement, and impose a public safety fee upon utility customers;

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 26 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. [adoption of Public Safety Fee] Amends City Code Chapter 26 "Utilities", Article III "Water", Division 2 "Service Connections", "Subdivision III "Meters", by creating Section 26-174 [formerly "Reserved"], which shall impose and set a monthly fee for Public Safety through the adoption of the following language:

Section 26-174 – Public Safety Fee.

Each account shall be charged a monthly fee relating to Public Safety. The amount to be charged for the Public Safety Fee shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission. The Public Safety Fee collected shall be deposited in the General Fund and all monies collected shall be used for Public Safety purposes. The fee shall be reviewed and evaluated annually by the City Commission.

Section 2: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 3: Codification and Fee Schedule Update. This Ordinance, and its Appendix, shall be codified in the Shawnee Municipal Code, and update the City Fee Schedule, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 5: Effective Date. This ordinance shall take effect and be in full force and effect after its passage on August 1, 2022.

PASSED AND APPROVED this 20th day of June, 2022.

ATTEST:
(SEAL)



Lisa Laszore
LISA LASZYONE, CMC, CITY CLERK

Ed Bolt
ED BOLT, MAYOR

Approved as to form and legality this 20th day of June, 2022.



JOSEPH M. VORNDRAN
CITY ATTORNEY

ORDINANCE NO. 2763NS

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 23 "SOLID WASTE," BY ADDING AND ADOPTING A PUBLIC SAFETY FEE; AND PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend Chapter 23 of the Shawnee Municipal Code of Ordinances of the City of Shawnee, Oklahoma so as to create, implement, and impose a public safety fee upon sanitation only customers;

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 26 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. *[adoption of Public Safety Fee]* Amends City Code Chapter 23 "Solid Waste", Article II "Collection and Removal", Section 23-38 "Charges", by creating Section 23-38(g), which shall impose and set a monthly fee for Public Safety through the adoption of the following language:

Section 23-38(g) – Public Safety Fee.

Each account which is only charged for the collection and removal of garbage or rubbish and that does not include water service (as described in Section 23-38(e))("Sanitation Only Account") shall be charged a monthly fee relating to Public Safety. The amount to be charged for the Public Safety Fee shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission. The Public Safety Fee collected shall be deposited in the General Fund and all monies collected shall be used for Public Safety purposes. The fee shall be reviewed and evaluated annually by the City Commission.

Section 2: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 3: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 4: Codification and Fee Schedule Update. This Ordinance, and its Appendix, shall be codified in the Shawnee Municipal Code, and update the City Fee Schedule, and the codifier is authorized to set out the ordinance as appropriate.

Section 5: Effective Date. This ordinance shall take effect and be in full force and effect after its passage on August 1, 2022.

PASSED AND APPROVED this 20th day of June, 2022.

(SEAL)
ATTEST:

Lisa Laszore
LISA LASZYONE, CMC, CITY CLERK



Ed Bolt
ED BOLT, MAYOR

Approved as to form and legality this 20th day of June, 2022.



JOSEPH M. VORNDRAN
CITY ATTORNEY



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Resolution to authorize an Application for Community Disaster Loan (“CDL”) funds from the Federal Emergency Management Agency (“FEMA”) as a result of the Severe Weather Event on April 19, 2023.

Background: The City of Shawnee experienced a severe weather event on April 19, 2023, in which the City suffered extensive damage as a result of a tornado, hail, and damaging winds. The severe weather event caused lasting and extensive damage to the City’s infrastructure, housing, and businesses, resulting in significant losses in revenues and additional operational costs for the City of Shawnee.

Based on 44 CFR §206.361, the Federal Emergency Management Agency (FEMA) is authorized to provide direct loans to local governments who have suffered a substantial loss, as a result of a major presidentially declared disaster. FEMA's CDL Program provides funding to maintain essential community services and to cover operating expenses that exceed normal levels due to the disaster, such as maintaining infrastructure, paying salaries, and providing public safety services. The loans have low-interest rates and flexible repayment terms to help communities recover effectively.

Based to substantial collaboration between the City of Shawnee and relevant Federal and State agencies, City staff recommends approval of a Resolution authorizing the submittal of the required application materials for the CDL program to the Governor’s Authorized Representative (“GAR”), including the Oklahoma Department of Emergency Management (“OEM”) and the Oklahoma Attorney General’s office (“OAG”), for the review, approval, and subsequent submission to FEMA.

Financial Impact: Potential access to FEMA's CDL program for a low-interest loan up to \$5,000,000, for the purpose of disaster recovery

Attachments: Resolution - FEMA Encumbrance, 0 - 4706OK COS Letter to GAR 2024.05.21 FINAL GM, 1- 4706OK COS Cert of Elig 2024.05.9 FINAL GM, 2- 4706OK COS Lobbying 2024.05.9 FINAL GM, 3- 4706OK COS MTF 2024.05.9 FINAL GM, 4-4706OK COS Coll Sec Exp2026 2024.05.9 FINAL GM, 5- 4706OK COS Application FA 2024.05.9 FINAL GM, 6- 4706OK COS PN 2024.04.10 2024.05.9 FINAL GM, 7- 4706OK COS Contact Information 2024.05.9 FINAL GM

Staff Recommendation: Approval of the item

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY OF SHAWNEE TO AUTHORIZE AN APPLICATION FOR COMMUNITY DISASTER LOAN (“CDL”) FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) AS A RESULT OF THE SEVERE WEATHER EVENT ON APRIL 19, 2023

WHEREAS, the City of Shawnee experienced a severe weather event on April 19, 2023, in which the City suffered extensive damage as a result of the tornado, hail, and damaging winds (“Severe Weather Event”), and

WHEREAS, the Severe Weather Event caused lasting and extensive damages to the City’s infrastructure, housing, and businesses resulting in significant losses in revenues and additional operational costs for the City of Shawnee, and

WHEREAS, based on assessments conducted after the Severe Weather Event, the City will need to invest millions of dollars to restore such facilities and infrastructure to pre-disaster conditions, which has impacted the City’s budget for the last fiscal year and is projected to affect the City’s budget for at least the next two fiscal years, and

WHEREAS, FEMA has determined that based upon the loss of revenue and damages stemming from the Severe Weather Event, the City is qualified to enter into an encumbrance agreement, which may make available to the City up to \$5,000,000 through FEMA’s CDL program, and

WHEREAS, the current approved City budget and the Budgeting and Financial Planning Policies, adopted on March 7, 2022, require the establishment and maintenance of operating reserve funds with a target level of 14% to 20% for the General Fund and a target level of 5% to 20% for other funds that support personnel and operating expenditures, and

WHEREAS, the City has reserve funds in excess of the \$5,000,000 available under the FEMA CDL program and therefore has the ability to repay CDL drawn-down funds if necessary, and

WHEREAS, the City desires to submit the required application materials for the FEMA CDL program to the Governor’s Authorized Representative (“GAR”), which are Oklahoma Emergency Management (“OEM”) and the Oklahoma Attorney General’s office (“OAG”), for review, approval, and submission to FEMA by OEM and OAG.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

1. City staff is authorized and directed to prepare, execute, and submit the required application materials to OEM and OAG for the FEMA CDL program, these requirements include but are not limited to the submission of:
 - a. FF-104-FY-22-223
 - b. FF-104-FY-22-226
 - c. Memo to File
 - d. FF-104-FY-22-225 (Collateral Security Resolution)
 - e. Encumbrance Eligibility Calculation
 - f. FF-104-FY22-224
 - g. Contact Information Sheet
 - h. Form 1199A
2. The City Manager, Andrea Weckmueller-Behringer is hereby designated as the representative of the City of Shawnee, Oklahoma for purposes of executing and submitting FEMA CDL application materials related loan documents to the GAR.
3. The City shall not draw down funds under the CDL that exceed the actual amount held by the City in designated reserves within the General Fund (Fund #001) and Street Improvement Fund (Fund #302). Further, the City shall not draw down the designated reserve funds below a level equal to the then drawn-down amount under the CDL.

The City of Shawnee, Oklahoma adopted the above Resolution on the ____ day of May, 2024.

CITY OF SHAWNEE, OKLAHOMA:

Ed Bolt, Mayor

Dated this ____ day of May, 2024.

ATTEST:

Lisa Layone, City Clerk

(Seal)



City Manager

Andrea Weckmueller-Behringer
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

May 21, 2024

Annie Mack Vest
Governor's Authorized Representative (GAR)
2401 N. Lincoln Blvd.
Oklahoma City, OK, 73105

SUBJECT: Official Request for \$5,000,000 FEMA Community Disaster Loan for the City of Shawnee DR4706OK Oklahoma Severe Storms, Straight-line Winds, and Tornadoes

Dear Annie,

Please accept this letter as formal request for a FEMA Community Disaster Loan (CDL). Based on the attached analysis, the City of Shawnee (City) requests a loan in the amount of \$5,000,000.

The City has prepared the analysis in accordance with the methodology established by FEMA using data from the adopted operating budget and audited financial statements.

The governmental and enterprise funds have been recognized in the budgeting and financial reporting as supporting essential municipal activities. The City retains a copy of the pertinent statutes, ordinances, and regulations, which prescribe the City's system of budgeting, accounting, and financial reporting, including a description of each fund for the City.

For the revenue loss analysis, the City's major revenue sources affected by the disaster were identified and three years of historical data were analyzed. Using that data and professional judgment, the City projected what revenues would have been had the disaster not occurred. Then, the City estimated post-disaster revenues based on actual damage to the local economy and determined an estimate of how quickly revenues would return. An explanation of the revenue loss analysis can be found in the May 9, 2024, Memo to the File contained in this application.

Based on this analysis, the City estimate the following revenue loss by year:

	2023 Year of the Disaster	FY 2024	FY 2025	FY 2026	Total
Projected Revenue Loss	\$999,053	\$(2,645,599)	\$(2,495,258)	\$(4,781,138)	\$(8,922,942)

The City understands that the purpose of this loan is to carry on existing essential functions of municipal operations character or to expand such functions to meet disaster-related needs. Further, the City understands that the funds shall not be used to (1) finance capital improvements, including debt service related to capital outlays, (2) repair or restore damaged public facilities, and (3) cover the non-federal cost share of any federal grant. The City shall establish and maintain a financial account for each outstanding loan and disburse funds against the Promissory Note.

Thank you for your assistance in processing our loan request. If you have any questions about the attached analysis, please contact andrea.weckmueller-behringer@shawneeok.org or (405) 878-1601. The City looks forward to working with you to quickly obtain a loan.

Sincerely,

Andrea Weckmueller-Behringer
City Manager

Attachments:

1. FF-104-FY-22-223 (Certificate of Eligibility)
2. FF-104-FY-22-226 (Certifications regarding Lobbying; Debarment, Suspension, and other responsibility matters; and Drug-Free workplace requirements)
3. Memo to the File
4. FF-104-FY-22-225 (Collateral Security plus Legislature Resolutions)
5. PDF version of Excel Spreadsheet tabs identified in the email
6. FF-104-FY-22-224 (Promissory Note)
7. Contact Information Sheet
8. Form 1199A (Direct Deposit)

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MEMORANDUM TO FILE

DATE: May 9, 2024

TO: Martha Castro, FEMA CDL Section Chief

FROM: Gabriel Morejon, FEMA CDL Analyst

RE: Summary of Loan Calculation and Eligibility for City of Shawnee, Oklahoma under DR4706OK Severe Storms, Straight-line Winds, and Tornadoes

In summary, the City of Shawnee (City) qualifies for a \$5,000,000.00 Community Disaster Loan (CDL), which is the maximum allowed by Federal Regulations governing the Community Disaster Loan program.

This memo provides an overview of the damage sustained by the Applicant, a discussion of the revenue sources, an estimate of pre-disaster revenue expectations, and the assumptions, rationale, and basis for the post-disaster revenue estimates.

Damage Overview

On April 19, 2023, Oklahoma was hit by Severe Storms, Straight-line Winds, and Tornadoes that caused catastrophic human and material losses to the State of Oklahoma; leaving the people in precarious conditions; without power, water, communication, and many have lost their homes.

The City was unfortunately one of those towns, where electricity and water services were affected due to Severe Storms and Tornadoes. The City's Administration is addressing the challenges left, especially those concerning utilities services, health, safety, housing, infrastructure, significant losses in revenues and, operational costs increase.

Several facilities and infrastructure were affected. To put in place such facilities and infrastructure in a pre-disaster condition, the City will need to invest millions of dollars (in process to be estimated).

Revenue Sources

The analyst reviewed the revenue sources for FY 2020 through FY 2022 audited financial statements and their Adopted Budgeted FY 2023 to understand the historical revenues.

Key revenue sources for governmental funds in order of magnitudes are taxes, intergovernmental and miscellaneous. Other minor revenue sources include license and permits, charges for services, fees and fines, and investment earnings. Key revenue sources for enterprise funds in order of magnitude are Water, Sewer and Sanitation. Other minor revenue sources include rents and royalties, fuel sales, lake and miscellaneous.

**Memo to File – Loan Calculation and Eligibility for City of Shawnee
DR4706 Severe Storms, Straight-line Winds, and Tornadoes**

The list below shows the percent of major revenue sources using the FY2023 total revenues as a base:

- a. Governmental Fund - Taxes (approximately 52 percent of total governmental revenues)
- b. Governmental Fund - Intergovernmental (approximately 14 percent of total governmental revenues)
- c. Governmental Fund -Miscellaneous (approximately 32 percent of total governmental revenues)
- d. Enterprise Fund - Water (approximately 51 percent of total enterprise revenues)
- e. Enterprise Fund - Sewer (approximately 25 percent of total enterprise revenues)
- f. Enterprise Fund – Sanitation (approximately 17 percent of total revenues)

Baseline Revenues

To establish a revenue baseline if the disaster had not occurred, the applicant documented the actual revenues for FY 2020 through FY 2022 and the FY 2023 budget. For the governmental funds, the Compound Annual Growth Rate was 7.44% and the 3-year average was 7.52%. A Growth Rate of 7.44% was used to establish the baseline over the next 3 years after the disaster. For the enterprise funds, the Compound Annual Growth Rate was 5.15% and the 3-year average was 5.18%. A Growth Rate of 5.15% was used to establish the baseline over the next 3 years after the disaster.

Post-Disaster Revenue Projections

For governmental funds, the projected post-disaster revenues for FY 2024 thru FY 2026 for intergovernmental (54% average decrease), and miscellaneous (95% decrease) are expected to decrease due to the impacts of the disaster.

For enterprise funds, the projected post-disaster revenues for FY 2024 thru FY 2026 for water (3% average decrease), sewer (3% average decrease), sanitation (1% average decrease), rents and royalties (2% average decrease).

Conclusion

Due to the severe storms, straight-line winds, and tornadoes - related loss, the City appears eligible for a \$5,000,000 Community Disaster Loan. The amount of the loan is based on the lesser of their projected revenue losses (and UDRE, if applicable) in the fiscal year of the disaster and three subsequent years (FY 2023- FY 2026) or 25% of their adopted operating budget in the fiscal year of the disaster, up to \$5 million. For this analysis, the loan amount will be limited to \$5,000,000 which is the maximum CDL allowed amount. See attached analysis for detail.

Memo to File – Loan Calculation and Eligibility for City of Shawnee
DR4706 Severe Storms, Straight-line Winds, and Tornadoes

Concurrence of Applicant:

I have reviewed the information provided to me by the FEMA CDL Analyst in this loan application packet, and I concur with the estimated revenue loss. I assume full responsibility for the documentation provided to FEMA staff, in making the preliminary loan eligibility determination.

Andrea Weckmueller-Behringer
City Manager

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE SIGNED

Gabriel Morejon
FEMA TAC CDL Analyst

GABRIEL A MOREJON
CABRERA (affiliate)

Digitally signed by GABRIEL A
MOREJON CABRERA (affiliate)
Date: 2024.05.09 16:22:01 -05'00'

SIGNATURE OF ANALYST

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
LOCAL GOVERNMENT RESOLUTION - COLLATERAL SECURITY

OMB Control Number: 1660-0083
Expiration: 10/31/2026

RESOLUTION

BE IT RESOLVED BY _____ **OF** _____
City Commission *City of Shawnee*
(Governing Body) *(Public Entity)*

THAT we pledge the following listed collateral security to the Federal Emergency Management Agency (FEMA) on the
Promissory Note for a Community Disaster Loan for \$ 5,000,000.00
executed on _____, 20 24 pursuant to Section 417 of the

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and FEMA Regulation, 44 CFR 206, Subpart K. We further understand that failure to repay any outstanding principal and related interest on those portions of the loan which do not qualify for loan cancellation as determined by FEMA or any successor agency will result in forfeiture of as much as the listed collateral security as is necessary to collect such outstanding principal and interest. (List the collateral security below. Use additional sheets if needed.)

The promissory note is payable from and secured by a pledge of the applicant's revenues for each fiscal year while any of the loan is outstanding.

Passed and approved this _____ day of _____, 20 24.

(Name and Title)

(Name and Title)

(Name and Title)

CERTIFICATION

I, _____, duly appointed and _____ of
(Title)

City of Shawnee, do hereby certify that the above is a true and correct copy of a

resolution passed and approved by the _____ of _____
City Commission *City of Shawnee*
(Governing Body) *(Public Entity)*

on the _____ day of _____, 20 24.

DATED: _____

(Official Position)

(Signature)

[SEAL]

RECORDED

I, _____, _____, a responsible and
(Name) (Title)

authorized official of _____, do hereby attest that the
City of Shawnee
(Public Entity)

Collateral Security Resolution which accompanies this form has been duly recorded at _____ Resolution Number _____ Series _____

(Indicate where Recorded)

The Collateral Security Resolution was recorded on the _____ day of _____, 20 24.

DATED: _____

(Official Position)

(Signature)

[SEAL]

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, Paperwork Reduction Project (1660-0083). **NOTE: Do not send your completed form to the above address.**

City of Shawnee
Qualification for Loan

Qualification Comparison

I. Qualification Criteria Met	Applicant Meets Qualification Criteria	
II. 25% Maximum CDL Amount	\$	10,316,192
III. Projected Revenue Loss (Year of disaster plus 3 years)	\$	(8,922,942)
IV. Lesser of I & II is maximum CDL Amount, not to exceed \$5M	\$	5,000,000

Source:
Audited Financial Statements FY 2020-2022; FY 2023-2026 Budget / Projections

The Applicant name will be used consistently on all FEMA forms and documentation, and is exactly the same as the:

1) Applicant name as Registered in the System For Awards Management (SAM.GOV)	City of Shawnee
Unique Entity ID	Q6AFVBMA4M95
CAGE Code	6XH45
Confirmed by Analyst	Gabriel Morejon
Date	4/3/2024

Applicant Rep. Initials _____
Qualification for Loan

**City of Shawnee
>5% Revenue Loss Calculation**

		Net Revenues	% of Revenue Loss	Revenue Loss	
				Year of Disaster	Year after Disaster
				2023	2024
(1)	Post Disaster Revenue Loss Projection (Govt Funds and Enterprise Funds)	\$ (2,645,599)		\$ 999,053	\$ (2,645,599)
(2)	Adopted Budget - Net Operating Budgeted Revenues (Gov't Funds and Enterprise Funds)	\$ 44,814,715			
			Governmental	\$ 25,328,314	\$ 27,212,000
			Enterprise	16,739,880	17,602,715
			Total	\$ 42,068,194	\$ 44,814,715
(3)	Revenue Loss Percentage Increase / (Decrease)		-5.90%	2.37%	-5.90%

Source:

Audited Financial Statements FY 2020-2022; FY 2023-2026 Budget / Projections

City of Shawnee
FY 2023 Operating Budget Analysis
Budget FY 06/30/2023

Revenues:	Governmental Fund	Enterprise Funds	Total All Funds
Taxes	\$ 33,030,544	\$ -	\$ 33,030,544
Intergovernmental	8,743,207	-	8,743,207
Licenses and permits	405,000	-	405,000
Charges for services	328,284	-	328,284
Fees and fines	420,000	-	420,000
Investment earnings	15,700	-	15,700
Miscellaneous	20,477,960	-	20,477,960
Water	-	8,499,293	8,499,293
Sewer	-	4,188,963	4,188,963
Sanitation	-	2,860,809	2,860,809
Rents and Royalties	-	296,040	296,040
Fuel Sales	-	345,150	345,150
Lake	-	28,025	28,025
Miscellaneous	-	521,600	521,600
Total Revenues	\$ 63,420,695	\$ 16,739,880	\$ 80,160,575
Less Non-operating revenues:			
Capital	(31,139,007)	-	(31,139,007)
One-time	(6,953,374)	-	(6,953,374)
Debt Service	-	-	-
Net Operating Revenues	\$ 25,328,314	\$ 16,739,880	\$ 42,068,194

Source:

FY2023 Budget

Applicant Rep. Initials _____

Operating Budget Revenues

City of Shawnee
FY 2023 Operating Budget Analysis
Fiscal Year 2023 Original Adopted Budget

Expenditures	Governmental Funds	Enterprise Funds	Total All Funds
General government	\$ 8,926,559	\$ -	\$ 8,926,559
Engineering	4,958,876	-	4,958,876
Equipment and building maintenance	283,858	-	283,858
Police	9,502,371	-	9,502,371
Fire	9,839,128	-	9,839,128
Municipal court	432,964	-	432,964
Emergency management	8,898,374	-	8,898,374
Streets	7,317,870	-	7,317,870
Parks and recreation	10,070,513	-	10,070,513
Culture and recreation	2,191,873	-	2,191,873
E911	1,050,921	-	1,050,921
Cemetery	344,966	-	344,966
Library	84,136	-	84,136
Economic development	2,952,282	-	2,952,282
Capital Outlay	-	-	-
Debt Service:			
Principal	3,123,459	4,289,925	7,413,384
Interest and other charges	-	-	-
General government	-	830,779	830,779
Lake	-	552,906	552,906
Water	1,563,813	109,060,934	110,624,747
Wastewater	1,615,250	2,470,566	4,085,816
Sanitation	-	1,791,590	1,791,590
Airport	-	1,062,867	1,062,867
Total Expenditures	\$ 73,157,213	\$ 120,059,567	\$ 193,216,780
Less Non-operating Expenditures:			
Capital	(28,826,723)	(105,356,806)	(134,183,529)
One-time	(10,355,098)	-	(10,355,098)
Debt Service	(3,123,459)	(4,289,925)	(7,413,384)
Net Operating Expenditures	\$ 30,851,933	\$ 10,412,836	\$ 41,264,769
25% Maximum CDL Amount =>	\$ 10,316,192		
Lesser of \$5 million or 25% of Budget	\$ 5,000,000		

Source:
FY2023 Budget

Applicant Rep. Initials _____
Operating Budget Expenditures

City of Shawnee
FEMA Community Disaster Loan Program
Revenue Gain / Loss Calculation Summary
For the fiscal years ended: June 30, 2023 - 2026

	FY of Disaster					
	2023	2024	2025	2026	TOTAL	
Governmental Funds						
Governmental Fund, Baseline	\$ 25,328,314	\$ 27,212,000	\$ 29,235,776	\$ 31,410,063	\$ 113,186,153	
Governmental Fund, Projections / Actual	26,336,208	24,771,565	27,709,664	28,221,837	107,039,274	
Net Gain(Loss)	\$ 1,007,894	\$ (2,440,435)	\$ (1,526,112)	\$ (3,188,226)	\$ (6,146,879)	
Enterprise Funds						
Enterprise Funds, Baseline	\$ 16,739,880	\$ 17,602,715	\$ 18,510,022	\$ 19,464,095	\$ 72,316,712	
Enterprise Funds, Projections / Actual	16,731,039	17,397,551	17,540,876	17,871,183	69,540,649	
Net Gain (Loss)	\$ (8,841)	\$ (205,164)	\$ (969,146)	\$ (1,592,912)	\$ (2,776,063)	
Cumulative Operating Revenue Gain / (Loss)	\$ 999,053	\$ (2,645,599)	\$ (2,495,258)	\$ (4,781,138)	\$ (8,922,942)	

City of Shawnee

Future Revenue Loss Projections

Statement of Revenues (Governmental Funds)

Fiscal Years 2020 - 2022 Audited Financial Statements

Fiscal Year 2023 - 2026 Budget / Projections

Prepared by Gabriel Morejon, FEMA TAC CDL Analyst

Incident Period - 04/19/2023 through 04/20/2023

	Year of Disaster				Pre-Disaster Projections (Baseline)			
	2020 Audited 6/30/2020	2021 Audited 6/30/2021	2022 Audited 6/30/2022	2023 Budgeted 6/30/2023	2024 Projected 6/30/2024	2025 Projected 6/30/2025	2026 Projected 6/30/2026	Total Projected (3 years)
Historical & Baseline Major Revenues:								
Taxes	\$ 27,112,510	\$ 29,688,069	\$ 32,234,532	\$ 33,030,544	35,487,050	\$ 38,126,249	\$ 40,961,726	\$ 114,575,025
Intergovernmental	2,655,059	7,087,895	3,478,911	8,743,207	9,393,446	10,092,043	10,842,596	30,328,085
Licenses and permits	229,050	383,081	485,238	405,000	435,120	467,480	502,247	1,404,848
Charges for services	608,344	652,625	294,068	328,284	352,699	378,929	407,110	1,138,738
Fees and fines	398,662	553,996	432,621	420,000	451,236	484,794	520,849	1,456,879
Investment earnings	172,138	15,765	22,089	15,700	16,868	18,122	19,470	54,460
Miscellaneous	431,838	976,376	1,345,580	20,477,960	22,000,921	23,637,146	25,395,058	71,033,126
Total Revenues	\$ 31,607,601	\$ 39,357,807	\$ 38,293,039	\$ 63,420,695	\$ 68,137,339	\$ 73,204,764	\$ 78,649,057	\$ 219,991,161
Less Non-operating revenues:								
Capital	(8,699,645)	(9,534,598)	(10,653,061)	(31,139,007)	(33,454,838)	(35,942,899)	(38,616,000)	(108,013,737)
One-time	(2,483,817)	(7,108,906)	(2,748,593)	(6,953,374)	(7,470,502)	(8,026,088)	(8,622,995)	(24,119,585)
Debt Service	-	-	-	-	-	-	-	-
Net Operating Revenues	\$ 20,424,139	\$ 22,714,303	\$ 24,891,385	\$ 25,328,314	\$ 27,212,000	\$ 29,235,776	\$ 31,410,063	\$ 87,857,839
Increase / (Decrease)		\$ 2,290,164	\$ 2,177,082	\$ 436,929				
Percent Increase / (Decrease)		11.21%	9.58%	1.76%				
Average			3-year avg.	7.52%	7.44%	7.44%	7.44%	
Compound Annual Growth Rate			CAGR	7.44%				

City of Shawnee
 Statement of Revenues (Governmental Funds)
 Fiscal Years 2020 - 2022 Audited Financial Statements
 Fiscal Year 2023 - 2026 Budget / Projections
 Prepared by Gabriel Morejon, FEMA TAC CDL Analyst
 Incident Period - 04/19/2023 through 04/20/2023

Future Revenue Loss Projections

	Post-Disaster Projections					Total Revenue Loss (4 years)
	2023 Projected 6/30/2023	2024 Projected 6/30/2024	2025 Projected 6/30/2025	2026 Projected 6/30/2026	Total Projected (3 years)	
Post Disaster Projected Revenues:						
Taxes	34,400,630	36,431,370	39,931,973	40,730,612	117,093,955	
Intergovernmental	4,067,574	13,054,701	12,684,429	1,684,429	27,423,559	
Licenses and permits	565,986	494,000	578,000	578,000	1,650,000	
Charges for services	377,053	365,234	383,235	383,235	1,131,704	
Fees and fines	497,005	476,000	317,500	317,500	1,111,000	
Investment earnings	1,047,204	91,600	320,900	320,900	733,400	
Miscellaneous	885,089	2,677,912	268,860	268,860	3,215,632	
Total Revenues	\$ 41,840,541	\$ 53,590,817	\$ 54,484,897	\$ 44,283,536	\$ 152,359,250	
Less Non-operating revenues:						
Capital	(12,772,304)	(13,767,999)	(14,329,304)	(14,615,770)	(42,713,073)	
One-time	(2,732,029)	(15,051,253)	(12,445,929)	(1,445,929)	(28,943,111)	
Debt Service	-	-	-	-	-	
Net Operating Revenues	\$ 26,336,208	\$ 24,771,565	\$ 27,709,664	\$ 28,221,837	\$ 80,703,066	\$ 107,039,274
Total Revenue Gain / (Loss)	\$ 1,007,894	\$ (2,440,435)	\$ (1,526,112)	\$ (3,188,226)	\$ (7,154,773)	\$ (6,146,879)
Revenue Loss Percentage Increase / (Decrease)	3.98%	-8.97%	-5.22%	-10.15%	-8.14% 3 yr. loss %	-5.43% 4 yr. loss %

Sources:

Audited Financial Statements FY 2020-2022; FY 2023-2026 Budget / Projections

Post-Disaster Assumptions provided by applicant:**Assumptions/Methodology for FY2023 (Draft):**

City of Shawnee

Statement of Revenues (Enterprise Funds)

Fiscal Years 2020 - 2022 Audited Financial Statements

Fiscal Year 2023 - 2026 Budget / Projections

Prepared by Gabriel Morejon, FEMA TAC CDL Analyst

Incident Period - 04/19/2023 through 04/20/2023

Future Revenue Loss Projections

	Year of Disaster				Pre-Disaster Projections (Baseline)			
	2020 <u>Audited</u> 6/30/2020	2021 <u>Audited</u> 6/30/2021	2022 <u>Audited</u> 6/30/2022	2023 <u>Budgeted</u> 6/30/2023	2024 <u>Projected</u> 6/30/2024	2025 <u>Projected</u> 6/30/2025	2026 <u>Projected</u> 6/30/2026	Total <u>Projected</u> (3 years)
Historical Revenues:								
Water	\$ 6,563,505	\$ 7,039,768	\$ 7,955,031	\$ 8,499,293	\$ 8,937,378	\$ 9,398,043	\$ 9,882,452	\$ 28,217,873
Sewer	3,725,015	3,975,943	4,114,881	4,188,963	4,404,877	4,631,920	4,870,666	13,907,463
Sanitation	2,350,679	2,734,346	2,871,468	2,860,809	3,008,266	3,163,323	3,326,372	9,497,961
Rents and Royalties	316,337	313,938	305,527	296,040	311,299	327,344	344,217	982,860
Fuel Sales	174,125	147,117	318,688	345,150	362,940	381,647	401,318	1,145,905
Lake	-	-	42,698	28,025	29,470	30,989	32,586	93,045
Miscellaneous	1,267,287	1,393,908	589,273	521,600	548,485	576,756	606,484	1,731,725
Total Revenues	\$ 14,396,948	\$ 15,605,020	\$ 16,197,566	\$ 16,739,880	\$ 17,602,715	\$ 18,510,022	\$ 19,464,095	\$ 55,576,832
Less:								
Non-operating revenues	-	-	(8,450)	-	-	-	-	-
Net Operating Revenues	\$ 14,396,948	\$ 15,605,020	\$ 16,189,116	\$ 16,739,880	\$ 17,602,715	\$ 18,510,022	\$ 19,464,095	\$ 55,576,832
Increase (Decrease)		\$ 1,208,072	\$ 584,096	\$ 550,764				
Percent Increase (Decrease)		8.39%	3.74%	3.40%				
Average			3-year avg.	5.18%	5.15%	5.15%	5.15%	
Compound Annual Growth Rate			CAGR	5.15%				

	Post Disaster Projections					Total Revenue Loss
	2023 <u>Projected</u> 6/30/2023	2024 <u>Projected</u> 6/30/2024	2025 <u>Projected</u> 6/30/2025	2026 <u>Projected</u> 6/30/2026	Total <u>Projected</u> (3 years)	(4 years)
Post Disaster Projected Revenues:						
Water	8,244,618	8,610,496	8,881,413	9,059,041	26,550,950	
Sewer	4,193,835	4,390,695	4,544,369	4,635,256	13,570,320	
Sanitation	3,065,194	2,985,124	3,089,603	3,151,395	9,226,122	
Rents and Royalties	322,545	523,961	229,366	229,366	982,693	
Fuel Sales	296,149	345,150	220,000	220,000	785,150	
Lake	35,935	28,025	28,025	28,025	84,075	
Miscellaneous	572,763	514,100	548,100	548,100	1,610,300	
Total Revenues	\$ 16,731,039	\$ 17,397,551	\$ 17,540,876	\$ 17,871,183	\$ 52,809,610	
Less:						
Non-operating revenues	-	-	-	-	-	-
Net Operating Revenue	\$ 16,731,039	\$ 17,397,551	\$ 17,540,876	\$ 17,871,183	\$ 52,809,610	\$ 69,540,649
Total Revenue Loss	\$ (8,841)	\$ (205,164)	\$ (969,146)	\$ (1,592,912)	\$ (2,767,222)	\$ (2,776,063)
Revenue Loss Percentage Increase / (Decrease)	-0.05%	-1.17%	-5.24%	-8.18%	-4.98%	3 yr loss %

Sources:

Audited Financial Statements FY 2020-2022; FY 2023-2026 Budget / Projections

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

OMB Control Number: 1660-0083
Expiration: 10/31/2026

PROMISSORY NOTE

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 4 hours per response. The burden estimates includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, S.W. Washington, DC 20472-3005, Paperwork Reduction Project (1660-0083). **NOTE: Do not send your completed questionnaire to this address.**

PRIVACY NOTICE

This information is being collected under the authority of Section 417 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, (42 U.S.C. 5121-5207), and 44 CFR, § 206.364. DHS/FEMA will use this information to provide operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services. The information will be used by and disclosed to DHS personnel and contractors, state government officials, or other agents who need the information to assist in activities related to disaster relief. In addition, the information on this form may be disclosed as generally permitted under the Freedom of Information Act, as amended (5 U.S.C. § 552). Furnishing this information is voluntary; however, failure to furnish the requested information may delay or prevent the completion of your loan application and disbursement.

PART I: COMMUNITY DISASTER LOAN

1. NAME AND ADDRESS OF BORROWER:

City of Shawnee
16 W 9th St
Shawnee, Oklahoma, 74801-6812

2. TELEPHONE NUMBER:

(405) 878-1601

3. LOAN NUMBER:

Date: _____

(herein called "Borrower") promises to pay to the Order of the United States of America, acting through the Federal Emergency Management Agency, (herein called the "Government") at its office in 500 C Street S.W., Washington, DC 20472.

The principal sum of Five Million dollars (\$ 5,000,000.00), plus interest on the unpaid balance at the rate of _____ percent (_____ %) per annum.

The principal and interest less such as may be canceled pursuant to Section 417 of the Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended and implementing regulations are due on _____ unless the term of this note is extended in the sole discretion of the Government, except that prepayments may be made as provided below. The loan shall be paid in increments to Borrower as requested by Borrower and approved by Government. Interest shall be charged on each loan increment from the actual date of payment by the Government.

Every repayment made on this loan shall be applied first to interest and then to principal.

Prepayment of schedule installments, or any portion thereof, may be made at any time at the option of Borrower. Such payments shall be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments.

Any cost incurred by the Government in collecting this note shall be added to the unpaid balance of the loan, bear interest at the same rate as this loan, and are immediately due without demand.

The Government may extend, or renew, this note without affecting any other rights it has against the Borrower or any other party.

Borrower agrees to use this loan solely for purposes authorized by the Government.

In the event of default on this note by the Borrower, the Department of Homeland Security/Federal Emergency Management Agency will take action to recover the outstanding principal plus related interest under Federal Debt collection authorities, including administrative offset against other Federal funds due the Borrower and/or referral to the Department of Justice for Judicial enforcement and collection.

DEFAULT hereunder shall constitute default under any other instrument evidencing a debt of borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or part of such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made by the Government pursuant to section 417 of the Stafford Act (Public Law 93-288, as amended) and Federal Emergency Management Agency Regulation 44 CFR 206, Subpart K.

ATTEST

(Signature of Attesting Official)

(Title of Attesting Official)

City of Shawnee
(Name of Borrower)

(Signature of Executive Official)

City Manager
(Title of Executive Official)

16 W 9th St
(Post Office Box No. or Street Address)

Shawnee, Oklahoma, 74801-6812
(City, State, and Zip Code)

[SEAL]

PART II: STATE CO-SIGNER

Is the State co-signing this note?

☐ Yes (If "Yes," State must complete Part II) ☒ No (If "No," attach FEMA Form 90-100, *Collateral Security*.)

ATTEST

(Signature of Attesting Official)

(Title of Attesting Official)

(Name of State Co-Signer)

(Signature of Co-Signer)

(Title of State Official)

[SEAL]

PART III: SCHEDULE OF LOAN INCREMENTS TO BE DISBURSED TO BORROWER

AMOUNT	DATE	AMOUNT	DATE
(1) \$		(6) \$	
(2) \$		(7) \$	
(3) \$		(8) \$	
(4) \$		(9) \$	
(5) \$		(10) \$	

PAY TO THE ORDER OF:

City of Shawnee

PART IV: RECOVERY DIVISION, PUBLIC ASSISTANCE BRANCH AUTHORIZATION

TYPED NAME AND TITLE (Authorizing Official):

Robert Pesapane, Public Assistance Division Director

SIGNATURE:

CONTACT INFORMATION

Name of Organization	City of Shawnee
SAM Unique Identifier	Q6AFVBMA4M95
CAGE Code	6XH45
Primary Contact (The person who will be making the loan payment requests)	Andrea Weckmueller-Behringer
Primary Contact's Title	City Manager
Telephone Number	(405) 878-1601
Fax number	
Email Address	andrea.weckmueller-behringer@shawneeok.org
Mailing Address	16 West 9th Street
Mailing Address (line 2)	
City, State and Zip Code	Shawnee, Oklahoma 74801

Alternate Contact	Lisa Lasyone
Alternate Contact's Title	City Clerk
Telephone Number	(405) 878-1604
Fax Number	
Email Address	llasyone@shawneeok.org
Mailing Address (if different)	
Mailing Address (line 2)	
City, State and Zip Code	

Subaccount Code (Leave Blank)	
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Police Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Subject: Consideration of an Agreement with Oklahoma Wireless Information Network (OKWIN).

Background: Communication is key when it comes to ensuring the safety of our community. With that in mind, the City of Shawnee has partnered with the Oklahoma Department of Public Safety (DPS) to participate in the Oklahoma Wireless Information Network (OKWIN) along with several additional municipalities. OKWIN is a forty-three site, 800 MHz trunked public safety communications radio system that was established through a partnership between the cities of Edmond, Norman, Shawnee, Tulsa, and Owasso as well as DPS, providing coverage to 70 percent of Oklahoma's population. All associated communications infrastructure and equipment is owned and maintained by the OKWIN partners.

Although OKWIN has been in place for many years, before now, there has not been an official agreement between partners/owners of the system. The proposed agreement will facilitate the proper maintenance of associated sites and also encourage partners/owners to track their current radio identification numbers. It is important to note that the agreement does not have a financial impact on the City of Shawnee since the City owns its infrastructure sites. In addition, there are no other applicable fees that would be assessed to the City of Shawnee as part of this agreement.

As one of the partners for OKWIN, the City of Shawnee has had in place a service agreement with Motorola each year for the City's public safety communication system; the service agreement covers all repairs and upgrades. In addition, the City of Shawnee owns and maintains a south tower and a north tower as part of the OKWIN system.

Financial Impact: None

Attachments: Oklahoma Wireless Information Network Description, OKWIN LMR SA - Agreement, OKWIN LMR SA - Appendix A, OKWIN LMR SA - Appendix B, OKWIN LMR SA - Appendix C - 04012019, OKWIN LMR SA - Appendix D - 04012019, OKWIN LMR SA - Appendix E - 06292020

Staff Recommendation: Approval of the item

Oklahoma Wireless Information Network (OKWIN) Description

OKWIN is a forty-three-site, 800 MHz trunked public safety communications radio system. OKWIN is a partnership between the city of Edmond, the city of Norman, the city of Shawnee, the city of Tulsa, the city of Owasso, and the Oklahoma Department of Public Safety (DPS). All infrastructure equipment is owned and maintained by the OKWIN partners. The OKWIN system provides coverage to 70 percent of Oklahoma's population. Coverage spans along Interstate 44 from the Texas border to the Missouri border and spans south of Oklahoma City along Interstate 35 to just north of Love County, near the Texas border. Oklahoma's three largest metropolitan areas are located within the coverage area of the OKWIN system. There are more than 520 agencies and 40,000 handheld and mobile radios currently operating on the OKWIN system.

The first five sites of the OKWIN system were installed in the Oklahoma City metropolitan area by DPS in the early 1980s. Additional sites in the Tulsa Metropolitan area were added to the network when the DPS and the city of Tulsa agreed to merge their two respective systems into a single system in the mid-1990s. Federal funding from the Homeland Security and Community Oriented Policing Services Grant Programs was used to integrate the cities of Edmond, Norman, Owasso, and Shawnee's existing 800 MHz trunked communication systems into the OKWIN system.

(Information obtained from [Oklahoma Wireless Information Network - Home](#))



OKWIN LMR SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”) is entered into between the City of Shawnee (hereafter “Entity”) and the State of Oklahoma (hereafter “State”) by and through the Office of Management and Enterprise Services (hereafter “OMES”) on behalf of the Oklahoma Department of Public Safety (hereafter “DPS” and collectively together, “Parties”), effective July 1, 2024 (the “Effective Date”). This Agreement represents the entire agreement between the Entity and State and supersedes all prior written and oral agreements between the Entity and State with respect to the subject matter herein.

WHEREAS, pursuant to certain duties set forth in 62 O.S. §34.11.1 et seq., the State Chief Information Officer, together with the Information Services Division of OMES as set forth in 62 O.S. §§ 34.12, 34.19, and 34.21, shall establish, implement, and enforce policies and procedure for the development and procurement of an interoperable radio communications system for state agencies. The State Chief Information Officer shall work with local governmental entities in developing the interoperable radio communications system; and

WHEREAS, pursuant to 62 O.S. §35.6.2, the Land Mobile Radio Public Safety Interoperability Cooperative (hereinafter referred to as “LMR-PSIC”) is established to focus on unifying, stabilizing and enhancing the infrastructure and capabilities for the land mobile radio public safety system communications for the State and shall collaborate with other public agencies, public entities and other interested parties having public safety radio communications requirements and resources; and

WHEREAS, pursuant to 74 O.S. §51.1a, the Oklahoma Office of Homeland Security shall establish minimum standards and protocols for acquisition, development, or enhancement of public safety communications technologies.

WHEREAS, the Oklahoma Wireless Information Network (hereinafter referred to as “OKWIN”) shall be used for public safety communications and to improve statewide interoperable communications.

NOW THEREFORE, the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the operation and maintenance of the OKWIN, and as such this Agreement shall encompass the Land Mobile Radio (“LMR” herein) services offered to the Entity by the State on behalf of the OKWIN. In furtherance of this Agreement, the Parties do hereby state as follows:

I. Definitions.

For purposes of this Agreement, the Parties hereby set forth the following definitions:

- a. “Agreement” means this document and all appendices, amendments, modifications, addenda and renewals thereof.
- b. “Entity” means one of the following who is a party to this Agreement and designated herein as an Entity:
 - i. Any governmental office, association, agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division body of any branch of a government, instrumentality, committee, public trust, and any entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act or other entity designed to act on behalf of a political subdivision;



- ii. Any sovereign American Indian Tribe, or an out of state county or municipality or governmental entity in its state of origin; and
 - iii. Any organization or association authorized to utilize contracts awarded by the State via a multistate or multigovernment contact.
- c. “Fleet-Mapping” means a process through which the ROC organizes and provisions Radio IDs and Talkgroup IDs to an Entity with an active agreement with the State.
 - d. “GOS” means Grade of Service, the percent chance that a site request will result in an unacceptable busy indication, typically of three seconds or longer, based on the busiest hour or site usage as averaged over the term of the Agreement.
 - e. “ID Assignment Agreement” is a written transfer agreement between the transferor & transferee whereby transferor assigns to transferee all transferor’s rights and assigns Radio IDs and/or Talkgroup IDs operating on the OKWIN.
 - f. “Management Control” means access and administrative permissions to alter or make configuration changes within the span of control authorized by the State.
 - g. “Master Site” means the digital controller and associated technology, owned by the State, residing in the City of Tulsa Public Safety Center located at 801 East Oklahoma Street, Tulsa, Oklahoma 74106.
 - h. “Mutual aid” means a talkgroup available to any public safety entity operating on OKWIN for incident command during planned and unplanned events, such as wildfires or pursuits.
 - i. “OKWIN” means Oklahoma Wireless Information Network; a digital trunked LMR communication system dedicated to public safety for the benefit of the Entities herein defined.
 - j. “Radio Unit” means a mobile, fixed, or portable radio communication device.
 - k. “ROC” means State Radio Operation Center that monitors operations and maintenance activities, performs administrative tasks, and serves as the help desk for the OKWIN. Contact the ROC by email at okwin@dps.ok.gov or by phone at 405-425-7233.
 - l. “Talkgroup” means a virtual radio channel created for a trunked radio system, such as OKWIN, that allows a group of Radio Units to talk, hence talkgroup.

II. Tiers of LMR Services Available Under OKWIN:

The State offers multiple tiers of service under the OKWIN. This section provides a brief overview of all levels of service available to the Entity. **Pursuant to the specifications in Appendix A, the Entity has selected Tier I, II, III LMR services from the State.** If and to the extent any LMR Services provision is duplicated and addresses the same or substantially the same subject matter but does not create an actual conflict, the higher tier is deemed to supersede the lower tier(s).

- a. Tier I LMR Services: Subscriber.
 - i. Tier I LMR services references the subscriber tier, in which the Entity procures their Radio Units and subscribes to the OKWIN. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups. Assigned Talkgroups shall be restricted by the ROC to coverage adequate for their jurisdiction.



- ii. The ROC shall authorize, assign, and manage Radio ID and Talkgroup ID Fleet-Mapping for the Entity. The Entity shall ensure Radio Units are programmed with a valid Radio ID. Duplicate Radio IDs or unauthorized Radio IDs are subject to being inhibited or disabled by the ROC without notice. The ROC shall notify Entity within 72 hours of any inhibited or disabled Radio IDs.
- iii. Furthermore, the ROC shall maintain a minimum GOS of 3%. The Entity's request for Radio ID's or Talkgroup ID's, including change requests to Talkgroup profiles that expand coverage, may result in the Entity being required to purchase additional hardware or software to maintain the minimum GOS of 3%.
- iv. The Entity assumes all cost and responsibility for purchasing, tuning and maintaining Radio Units operating on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated.
- v. The Entity accepts all responsibility and agrees to maintain their Radio Units to the manufacturer's specifications.
- vi. The Entity shall provide to the State a complete inventory of all Radio Units assigned a Radio ID. The information provided shall include, at a minimum, the manufacturer, model, and serial number of each Radio Unit and the assigned Radio ID.
- vii. The Entity shall not interface a Radio Unit with a gateway or other bridging device without prior written approval from the ROC. Failure to notify and obtain written approval from the ROC may result in any associated Radio IDs being disabled without notice. The Entity shall notify the ROC of any undisclosed interfaces immediately upon discovery. Furthermore, failure to disclose such interfaces in good faith may result in termination of this Agreement and revocation of access to the OKWIN.
- viii. The Entity shall notify the ROC of any lost or stolen Radio Unit within twenty-four (24) hours of knowing or having reason to suspect a lost or stolen Radio Unit.
- ix. The Entity is solely responsible for emergency alarm activation monitoring. The emergency alarm feature shall be disabled if the Radio Unit is not monitored. Furthermore, the ROC is not liable for emergency alarm monitoring.

b. Tier II LMR Services: Wireline Console.

- i. Tier II LMR Services references a wireline console directly wired to OKWIN. The wireline console tier applies to an Entity with a console using a direct physical connection to the OKWIN or connected through a Console Sub-System Interface. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups.
- ii. The ROC shall authorize and assign Site IDs for console sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating wireline console sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall



provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.

- iv. The Entity accepts all responsibility and agrees console sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the console site and the Master Site.
- vi. The Entity is solely responsible for emergency alarm activation monitoring. Furthermore, the ROC is not liable for emergency alarm monitoring.

c. Tier III LMR Services: Infrastructure Proprietor.

- i. Tier III LMR services references services provided to an Entity that is the proprietor of Infrastructure. The infrastructure proprietor tier applies to an Entity with a LMR tower site(s) using a direct physical connection to the OKWIN and that shall provide expanded coverage or greater density of coverage for the OKWIN. The ROC shall be responsible for management control.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The ROC shall perform Management Control of all assigned sites, Radio IDs, and Talkgroup IDs on behalf of the Entity. Furthermore, the ROC shall maintain a minimum GOS of 3%.
- vii. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

d. Tier IV LMR Services: Infrastructure Manager.



- i. The Tier IV LMR services apply to an infrastructure manager tier where an Entity with a radio tower site(s) uses a direct physical connection to the OKWIN and provides expanded coverage or greater density of coverage for the OKWIN. The Entity is responsible for management control of their sites and associated technology. System level management control shall be coordinated and approved by and through the ROC.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The Entity shall retain Management Control of all assigned sites, Radio IDs, and Talkgroup IDs. Furthermore, the Entity shall maintain a minimum GOS of 3%.
- vii. The Entity may transfer its rights and assigned Radio IDs and/or Talkgroup IDs to other entities operating primarily on radio tower sites assigned to the Entity, but Entity assumes all responsibility and liability for those entities. Furthermore, the Entity shall have ID Assignment Agreements with other Entities to whom they transfer their rights and assigned Radio IDs and/or Talkgroup IDs operating on the OKWIN. A copy of all such agreements shall be provided to the primary and secondary contacts listed in Appendix B. These contacts shall also be notified upon the termination or renewal of any of these agreements so that all assigned Radio IDs and Talkgroup IDs can be accounted for.
- viii. The Parties agree to minimize the number of Radio Units roaming into the exclusive domain of the other and shall obtain approval from same for such exceptions. In the event excessive roaming causes GOS degradation in excess of 3%, both the Entity and the State shall cooperate to resolve the matter in the most effective way to preserve public safety communications and to improve statewide interoperable communications.
- ix. The Entity shall be issued an advanced system key(s) for the OKWIN. The issued advanced system key(s) shall be set to expire after one (1) year and shall be renewed each year thereafter so long as the Entity has an active Agreement with the State for Tier IV LMR services. Furthermore, the Entity shall not distribute or grant access to the issued advanced system key to other parties without prior written consent from the State.



- x. The Entity agrees to participate in the Change Management Process for the OKWIN that governs the notification and approval of change requests with potential impact to programs and software, hardware, or any other voice and data processing service related to the OKWIN. The Change Management Process is further laid out in Appendix D and is incorporated into this Agreement by reference.
- xi. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

III. Miscellaneous.

- a. The Entity shall comply with all applicable federal and state statutes, laws, rules, and regulations, including but not limited to those of the Federal Communications Commission, as well as any policies or procedures issued by the State in regards to the OKWIN. Furthermore, the Entity acknowledges that, should any federal and/or state statutes, laws, rules, regulations, or policies and procedures change during the term of this Agreement and if this change necessitates a modification of the Agreement, the parties shall amend the Agreement in writing to include those changes.
- b. The Entity shall cooperate with, lend assistance to, and provide all information requested by the ROC.
- c. Pursuant to 62 O.S. §34.32 the State shall obtain an information security risk assessment to identify vulnerabilities associated with the OKWIN each year. The Entity acknowledges and agrees to cooperate and provide access for State assessors to inspect and review all components of the OKWIN, regardless of location. At a minimum, State assessors will perform the following as part of the risk assessment:
 - i. Review policies and processes, including but not limited to, audit logs, backups, generator checks, and security training;
 - ii. Review of physical security at selected facilities, such as doors, fences, cameras, locks and lighting, and review of technical security controls at the system and network layers; and
 - iii. Execute applicable tools, such as Nessus, Nap, antivirus logs, active directory, and router configuration, to check for vulnerabilities.

Furthermore, the Entity acknowledges and agrees to correct any findings, subject to appropriations availability, resulting from the information security risk assessment upon being notified, within a reasonable period as recommended by State assessors, of the deficit associated with the Entity and shall provide a written notice to the ROC when the findings are corrected. Failure to correct any findings may result in termination of the Agreement.

- d. All notices required or allowed pursuant to the terms hereof shall be in writing, which may be via electronic mail, and shall be deemed delivered when actually received by the applicable contact, as set forth herein.



IV. Notices.

All notices with regards to this Agreement [or any ID Assignment Agreement referenced in subsection II (d) (vii) herein] shall be sent to all parties listed in Appendix B. All notifications shall be made in writing to the addresses listed therein.

V. Rate and Fee Schedule.

The State retains the option to implement a rate and fee schedule as set forth by the LMR-PSIC to support life cycle management of the OKWIN on the condition that implementation of any such schedule shall be preceded by written amendment of the parties.

VI. Term.

The initial contract period shall begin on the Effective Date and shall extend through One (1) Year (the "Initial Term") with five (5) annual renewals, renewing automatically each year, unless terminated in accordance with applicable contract provisions or timely notice of non-renewal is issued. By mutual consent of the Parties hereto, it is intended that there shall be five (5) automatic annual renewals, subject to the terms and conditions set forth herein, each for duration of one (1) year.

After the Initial Term, the Agreement will annually renew automatically. Prior to each renewal, the State shall subjectively consider the value of this Agreement to the State. If the State determines changes are required as a condition precedent to renewal, the State and Entity will cooperate in good faith to evidence such required changes in an Amendment.

The terms of this Agreement and any purchase order issued for multiple years under this Agreement are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Agreement, or any other contract document, either of the Parties may terminate its obligations under this Agreement if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Agreement. The decision by a Party concerning whether sufficient appropriations are available shall be accepted by, and be final and binding on, the other Party.

VII. Termination

a. Termination for Cause

- i. The Entity may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) days written notification to the State. The State may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) day written notification to the Entity.
- ii. The State may terminate this Agreement immediately, in whole or in part, without a sixty (60) day written notice to the Entity, when violations are found to be an impediment to the function of the State and detrimental to the cause of an Entity, when conditions preclude the sixty (60) day notice, or when the State determines that an administrative error occurred prior to Agreement performance.
- iii. If this Agreement or certain obligations hereunder are terminated, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for payment for products



provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

b. Termination for Convenience

- i. The State may terminate this Agreement, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Agreement by delivering to the Entity a notice of termination for convenience specifying the terms and effective date of termination. The Agreement termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.
- ii. The Entity may terminate this Agreement, in whole or in part, for convenience if notification is made in writing to the primary and secondary contacts listed in Appendix B as follows:
 1. For Tier I and/or Tier II Services, notification of termination must be made two (2) months in advance.
 2. For Tier III and/or Tier IV Services, notification of termination must be made four (4) months in advance.
- iii. If this Agreement or certain obligations hereunder are terminated pursuant to this section, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

VIII. Negotiated Terms.

- a. The Parties have negotiated additional terms and responsibilities of LMR services and certain other terms of this Agreement as set forth in the following appendices to this Agreement, the terms of which are attached hereto and incorporated herein:

Appendix A	Additional Terms and Responsibilities
Appendix B	Contact Information
Appendix C	Dispute Process and Resolution
Appendix D	Change Management Process
Appendix E	Signatory Authorization

If any subject matter or provision is addressed in multiple documents, the most recent provision is deemed to supersede the earlier version.



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IN WITNESS WHEREOF, each of the Parties has entered into and caused its duly authorized representative to execute this Agreement.

STATE OF OKLAHOMA

<Insert Entity>

Authorized Signatory (See Appendix E)

<Insert Title>

Date

Date

ATTEST

Clerk

APPROVED

Attorney



APPENDIX "A"

Additional Terms and Responsibilities

I. Additional Terms.

- a. The Entity shall be granted the following LMR Services: Tier I, Tier II, and Tier IV.
- b. The Entity shall be allocated **2000** Radio ID's within the range of **117001** through **119000**. (See Trunked Radio User licensing below). All Radio ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- c. The Entity shall be allocated XXX Talkgroup ID's within the range of XXX through XXX. All Talkgroup ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- d. The Entity shall be licensed for the following:
 - i. Affiliation Display (X);
 - ii. Dynamic Reports (X);
 - iii. MCC7500/MCC7100 Console (X units of 5 each);
 - iv. P25 FDMA Trunking Operation Site (X);
 - v. Provisioning Manager (X);
 - vi. Radio Control Manager (X);
 - vii. System Historical Reports (X);
 - viii. Trunked Radio User (X units of 500 each);
 - ix. Unified Event Manager (X);
 - x. Unified Network Configurator (X);
 - xi. Zone Historical Reports (X); and
 - xii. ZoneWatch (X).

II. State Responsibilities.

- a.

III. Entity Responsibilities.

- a.



IN WITNESS THEREOF, each of the Parties further agrees to these additional terms and responsibilities as outlined herein.

STATE OF OKLAHOMA

ENTITY

Authorized Signatory (See Appendix E)

Name, Title

Date

Date



APPENDIX “B”

Contact Information

With respect to issues related to the Agreement and performance thereof, the following persons at State and the Entity, respectively, are the primary and secondary contacts:

State Primary and Secondary Contact:

Primary Contact: Nicholas Carrao
Title: Director of Communications & Electronic Services
Address: 728 E I-240 Service Road, Oklahoma City, OK 73149
Telephone: (405) 425-7237
E-mail: Nicholas.Carrao@dps.ok.gov

Secondary Contact: James Rinta
Title: Deputy Director of Communications & Electronic Services
Telephone: (405) 425-7218
E-mail: James.Rinta@dps.ok.gov

Entity Primary and Secondary Contact:

Primary Contact:
Title:
Address:
Telephone: (XXX) _____
E-mail: _____

Secondary Contact:
Title:
Telephone: (XXX) _____
E-mail: _____

Each party will provide the other with prompt written notice of revised contact information if either the primary or secondary contact listed herein is changed.

STATE OF OKLAHOMA

ENTITY

Authorized Signatory (See Appendix E)

<Insert Entity>

Date

Date



APPENDIX "C"

Dispute Process and Resolution

- a. Formal notification to the State of a dispute related to the Agreement and performance thereof shall occur via the State Entity or Affiliate submitting a written notification to the Primary and Secondary Contact, as listed in Appendix B.

A written notification shall be submitted by one of the following methods:

- i. by e-mail; or
 - ii. by certified mail.
- b. The dispute resolution process shall initiate with the Primary and Secondary Contact and the State Entity or Affiliate working to amicably resolve the dispute.
- c. If resolution is not reached by the State and the State Entity or Affiliate within thirty (30) days of the notification of a dispute, the State Entity or Affiliate shall meet and work with the Commissioner of Public Safety or designee and the Director of the Office of Management and Enterprise Services or designee, who must have full settlement authority, and a mutually agreed upon qualified third party mediator to amicably resolve the dispute.



APPENDIX “D”

Change Management Process

I. Purpose

The Policy defines the process for notification and approval of change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN.

II. Scope

The Policy applies to all State employees, Entity’s with an active Tier IV LMR services agreement, and State contracted vendors who are involved in the request, authorization, approval, configuration, testing and/or implementation of software or hardware changes affecting the OKWIN.

III. Definitions

- a. The term “First Available” means during a change request with an emergency priority level, notifications shall be distributed prior to the application of an approved change or at the first available opportunity.
- b. The term “CAB” means Change Advisory Board which is made up of the State Primary Contact as listed in Appendix B and the Primary Contact for Entity’s with an active Tier IV LMR service agreement. Secondary Contacts shall serve as designees in the event the Primary Contact is unavailable.

IV. Policy

Change management is a systematic approach to handling alterations, modifications, or otherwise make different any process or configuration. This policy is designed to limit potential disruptions in service and mitigate risk associated with changes to the OKWIN. Change management has three aspects: adapting to change, controlling change, and effecting change. The principle objective of this policy is to ensure changes to the Equipment are applied in a systematic and controlled manner that addresses all three aspects through a process of documentation, notification, and recovery procedures for each approved change request.

All change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN shall be submitted to the ROC and reviewed by the CAB. The CAB shall hold regular meetings at intervals sufficient to approve and/or review change requests in a timely manner.

V. Priority

Each change request shall be categorized by a defined priority level that affects how the request is handled (e.g., notification window, scheduling deadline, approval process, and distribution list).



- a. The priority level of “Emergency” means a radio service or feature necessary for public safety communications and operations is unavailable or requires an immediate remedy to prevent disruption of services.
- b. The priority level of “Critical” means a radio service or feature necessary for public safety communications and operations requires an accelerated remedy to avoid adverse effects to the OKWIN and/or radio services.
- c. The priority level of “Standard” means a radio service or feature may be degraded and requires a remedy during a scheduled maintenance window.
- d. The priority level of “Routine” means a radio service or feature will not be impacted and requires a remedy during day-to-day operations or a scheduled maintenance window.

Priority	Approval	Scheduling	Notification	Distribution
Emergency	State	Immediate	First Available, After Action	State, Entity
Critical	State, Entity	Varies	24 Hours	State, Entity
Standard	State, Entity	30 Days	48 Hours	State, Entity
Routine	None	Not Applicable	None	None

Figure 1

As illustrated on Figure 1, each level of priority summarizes the requirements for approval, scheduling, notification, and distribution.

- e. The term “Approval” indicates who must approve a change request. Entity’s other than State are required to approve change requests affecting services within their span of control.
- f. The term “Scheduling” indicates the period of time for a submitted change request to be approved and have a set maintenance window scheduled.
- g. The term “Notification” indicates the minimum time required for notification prior to an approved change being implemented.
- h. The term “Distribution” indicates the minimum entities to be notified.

VI. **Requirements**

The Change Request form requires, but is not limited to, the following information:

- a. Request number;
- b. Requestor name and entity;
- c. Date submitted;



- d. Priority (routine, standard, critical, emergency) and Risk (high, medium, low);
- e. Summary of change, including potential impact to radio services and features;
- f. Groups affected (e.g., subscribers, wireline console users, and users);
- g. Requested date and time (start and end) for change;
- h. Detailed description of change;
- i. Description of procedure;
- j. Roll-back plan;
- k. Onsite emergency point of contact;
- l. Notification Message;
- m. Distribution List; and
- n. Approvals.

VII. Change Control

- a. All State employees, State contracted vendors, and Entity's with an active Tier IV LMR services agreement must follow and comply with the Change Management Policy.
- b. The ROC shall receive all change requests affecting the OKWIN and serve as the coordination point for approvals and notifications. All notifications shall be sent by email within established guidelines as listed in Figure 1.
- c. The ROC shall maintain a database of all change requests.
- d. All change requests shall be documented using a standardized form. The ROC shall be the owner of the change request form and maintain control of all document versions.

VIII. Document Retention

All change requests and any supporting documents shall be retained by the ROC for 36 months.

Jerry Moore
State Chief Information Officer
Information Services



OKLAHOMA
Office of Management
& Enterprise Services

Steven Harpe
Director

EFFECTIVE DATE: June 29, 2020

TO: Nicholas Carrao, Director of Communications and Electronic Services for
the Oklahoma Department of Public Safety

FROM: D. Jerry Moore, Chief Information Officer

RE: Delegation of Authority by Chief Information Officer

This memorandum serves to formalize that I, D. Jerry Moore, in my capacity as the Chief Information Officer for the state of Oklahoma, hereby delegate the authority herein described, on a non-exclusive basis, to Nicholas Carrao, Communications and Electronic Services Director (the "Designee"), at the Oklahoma Department of Public Safety. This Delegation of Authority supersedes any prior oral or written delegation by the Chief Information Officer and shall remain effective until rescinded or modified in the sole discretion of the Chief Information Officer. The delegation of authority described herein applies to the named individual.

To assist in performance of certain duties and responsibilities of the Chief Information Officer (CIO) set forth in the Oklahoma State Finance Act and the Information Technology Consolidation and Coordination Act, the Designee is delegated the following representative power and authority:

Signature authority for State public safety OKWIN Master Land Mobile Radio Service (LMR) Service Agreement.

This authority shall be contained to execution of the above referenced Agreements only, and not to modification of the Agreement, excluding the appendices, without the Chief Information Officer's written approval. The Designee shall provide to the office of the Chief Information Officer detailed monthly tracking reports for the LMR Agreements in effect.

D. Jerry Moore

D. Jerry Moore, Chief Information Officer



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an Agreement with One Gas Inc., for temporary and permanent easements in Section 11, Range 3 East, Township 10 North.

Background: The Oklahoma Natural Gas Company requires both a temporary and a permanent easement from the City of Shawnee in Section 11, Range 3 East, Township 10 North to complete a relocation project. The easements are located near the City of Shawnee Animal Shelter adjacent to Highway 177.

Financial Impact: ONG to pay the City \$1,840.00

Attachments: City of Shawnee Settlement, 11573 Permanent Easement, 11573 Temporary Workspace South, 11573 Temporary Workspace North, City of Shawnee ROW

Staff Recommendation: Approval of the item



RIGHT-OF-WAY SETTLEMENT

FORM 6102 [11-14]

DATE _____ AGENT Craig Bass

Receipt is hereby acknowledged of the sum of \$ 1,840.00 from Oklahoma Natural Gas Company
(BUSINESS ENTITY)

in full settlement and consideration of \$ 400.00 per rod 4.60
(TOTAL NUMBER OF RODS)

for construction of a 4 inch natural gas pipeline on and across the premises described as follows:

A FE NO. 021.2001.2001.1840700.23.000000

PROJECT NO. CUE: 41440 **OWNER'S SIGNATURE** _____

OWNER'S SIGNATURE _____

LINE NO. 1 **OWNER'S ADDRESS** _____

TRACT NO. 1 of 1 _____

SSN/TIN _____

SPECIAL REQUEST:

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Shawnee
10' Permanent Easement

April 15, 2024

A 10' permanent easement being a part of the Southeast Quarter (SE/4) of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°14'03" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 941.48 feet;

THENCE North 00°45'57" West, departing the South line of said Southeast Quarter (SE/4), West, a distance of 148.16 feet to the POINT OF BEGINNING;

THENCE North 51°19'06" West, a distance of 44.89 feet;

THENCE North 38°05'07" East, a distance of 45.67 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 177;

THENCE South 50°46'02" East, along and with said Southwesterly Right-of-Way line, a distance of 10.00 feet;

THENCE South 38°05'07" West, departing said Southwesterly Right-of-Way line, a distance of 35.57 feet;

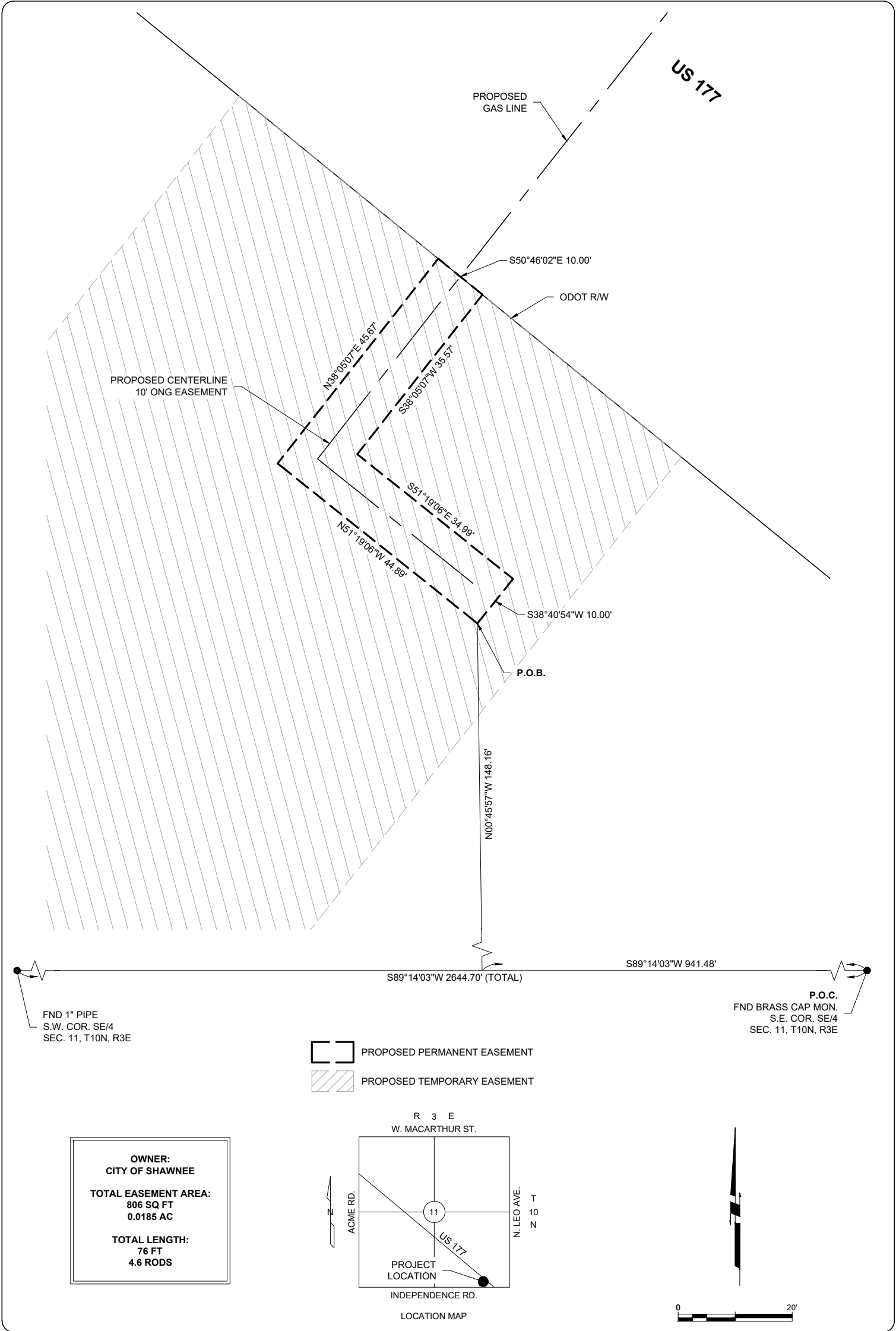
THENCE South 51°19'06" East, a distance of 34.99 feet;

THENCE South 38°40'54" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 806 square feet or 0.0185 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

Copyright © 2024 Johnson & Associates

Proj. No.:

11573

Date:

4-15-24

Scale:

1"=20'

OKLAHOMA NATURAL GAS COMPANY

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

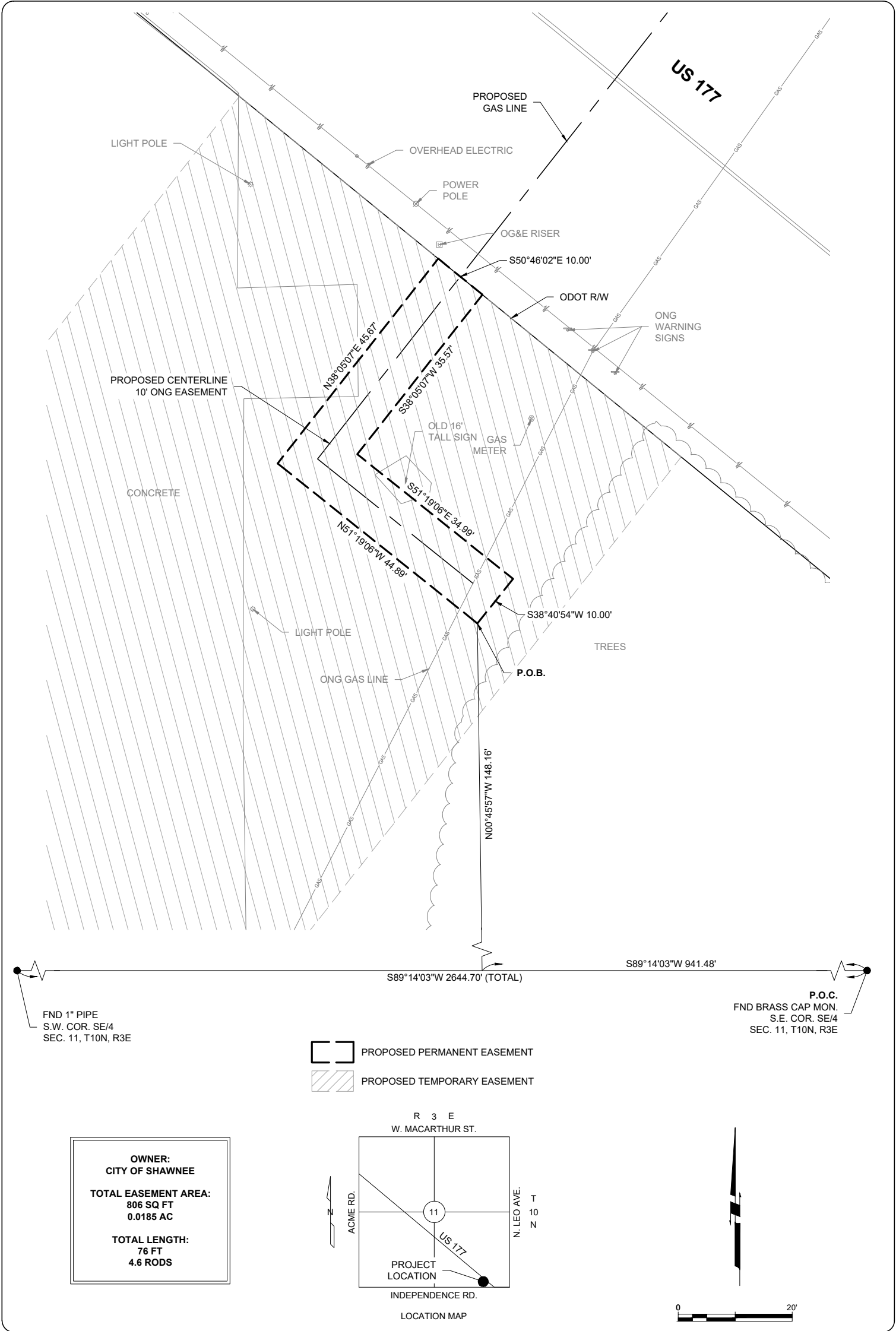
CITY OF SHAWNEE

10' PERMANENT EASEMENT

JA

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

Copyright © 2024 Johnson & Associates

Proj. No.: 11573
Date: 4-15-24
Scale: 1"=20'

OKLAHOMA NATURAL GAS COMPANY

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

CITY OF SHAWNEE

10' PERMANENT EASEMENT

JA

Johnson & Associates

1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104

(405) 235-8075 FAX (405) 235-8078 www.jaokc.com

Certificate of Authorization #1484 Exp. Date: 06-30-2025

ENGINEERS SURVEYORS PLANNERS

Exhibit "B"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Shawnee
Temporary Workspace

April 15, 2024

A temporary workspace being a part of the Southeast Quarter (SE/4) of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°14'03" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 1,021.26 feet;

THENCE North 00°45'57" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Statutory Right-of-Way line of Independence Street, said point being the POINT OF BEGINNING;

THENCE North 51°54'53" West, a distance of 36.69 feet to a point on the East line of a building;

THENCE North 00°00'00" East, a distance of 102.64 feet;

THENCE North 38°05'07" East, a distance of 105.98 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 177;

THENCE South 50°46'02" East, along and with said Southwesterly Right-of-Way, a distance of 100.02 feet;

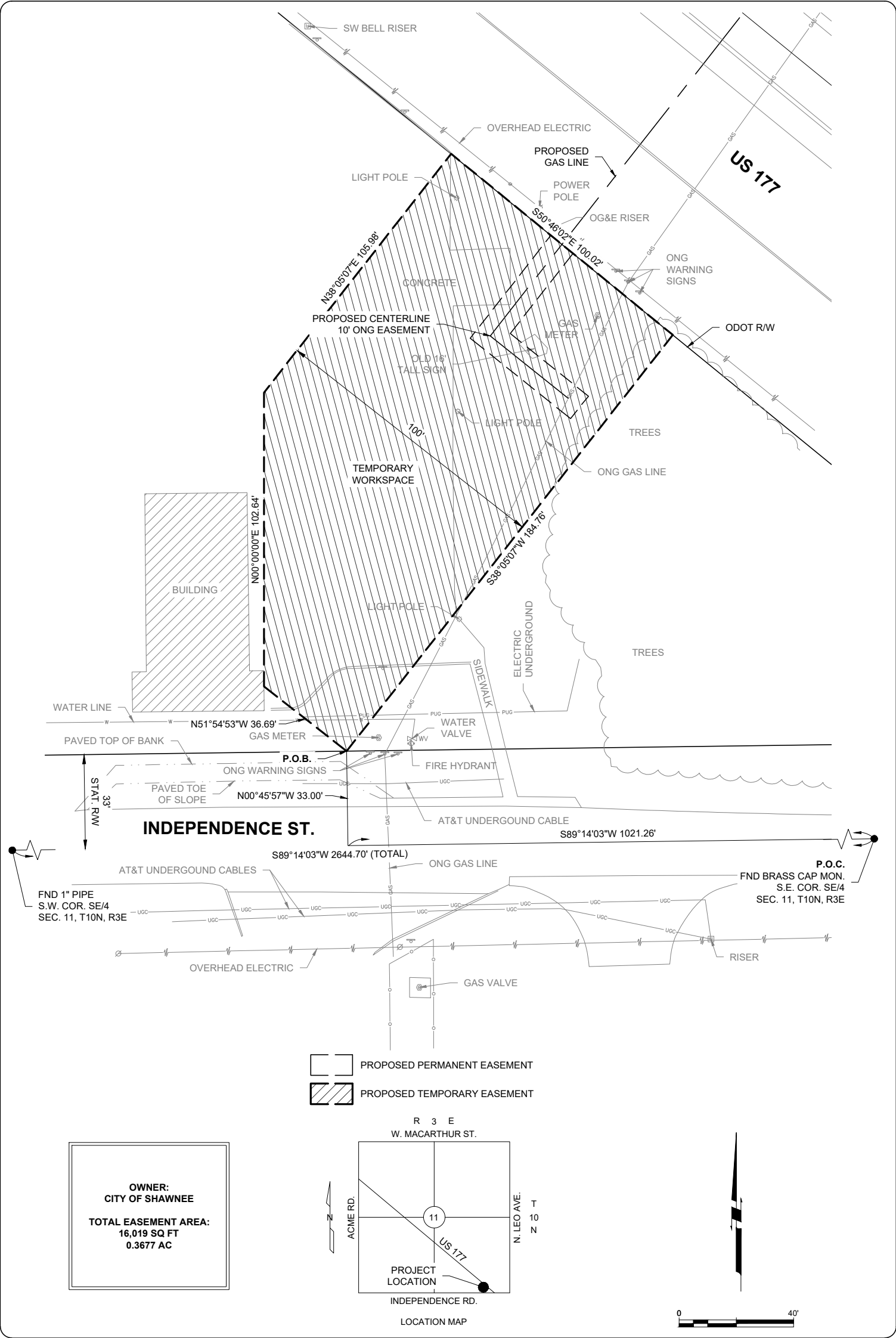
THENCE South 38°05'07" West, departing said Southwesterly Right-of-Way, a distance of 184.76 feet to the POINT OF BEGINNING.

Containing 16,019 square feet or 0.3677 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

Note: It is intended for the edges of this easement(s) to terminate at existing buildings and property lines, so as not to create any encroachments.

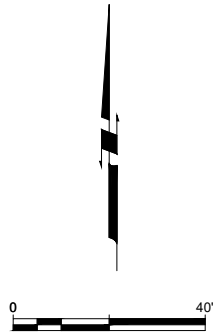
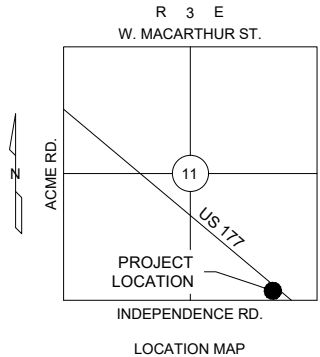
EXHIBIT "B"



OWNER:
CITY OF SHAWNEE

TOTAL EASEMENT AREA:
16,019 SQ FT
0.3677 AC

- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

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Proj. No.: 11573
Date: 4-15-24
Scale: 1"=40'

OKLAHOMA NATURAL GAS COMPANY

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

CITY OF SHAWNEE

TEMPORARY WORKSPACE



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

Exhibit "C"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Shawnee
Temporary Workspace

April 15, 2024

A temporary workspace being a part of the Southeast Quarter (SE/4) of Section Eleven (11), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°14'03" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 770.79 feet;

THENCE North 00°45'57" West, departing the South line of said Southeast Quarter (SE/4), a distance of 383.80 feet to a point on the Northwesterly Right-of-Way line of U.S. Highway 177, said point being the POINT OF BEGINNING;

THENCE North 50°46'02" West, along and with said Northwesterly Right-of-Way line, a distance of 50.01 feet;

THENCE North 38°05'07" East, departing said Northwesterly Right-of-Way line, a distance of 399.50 feet;

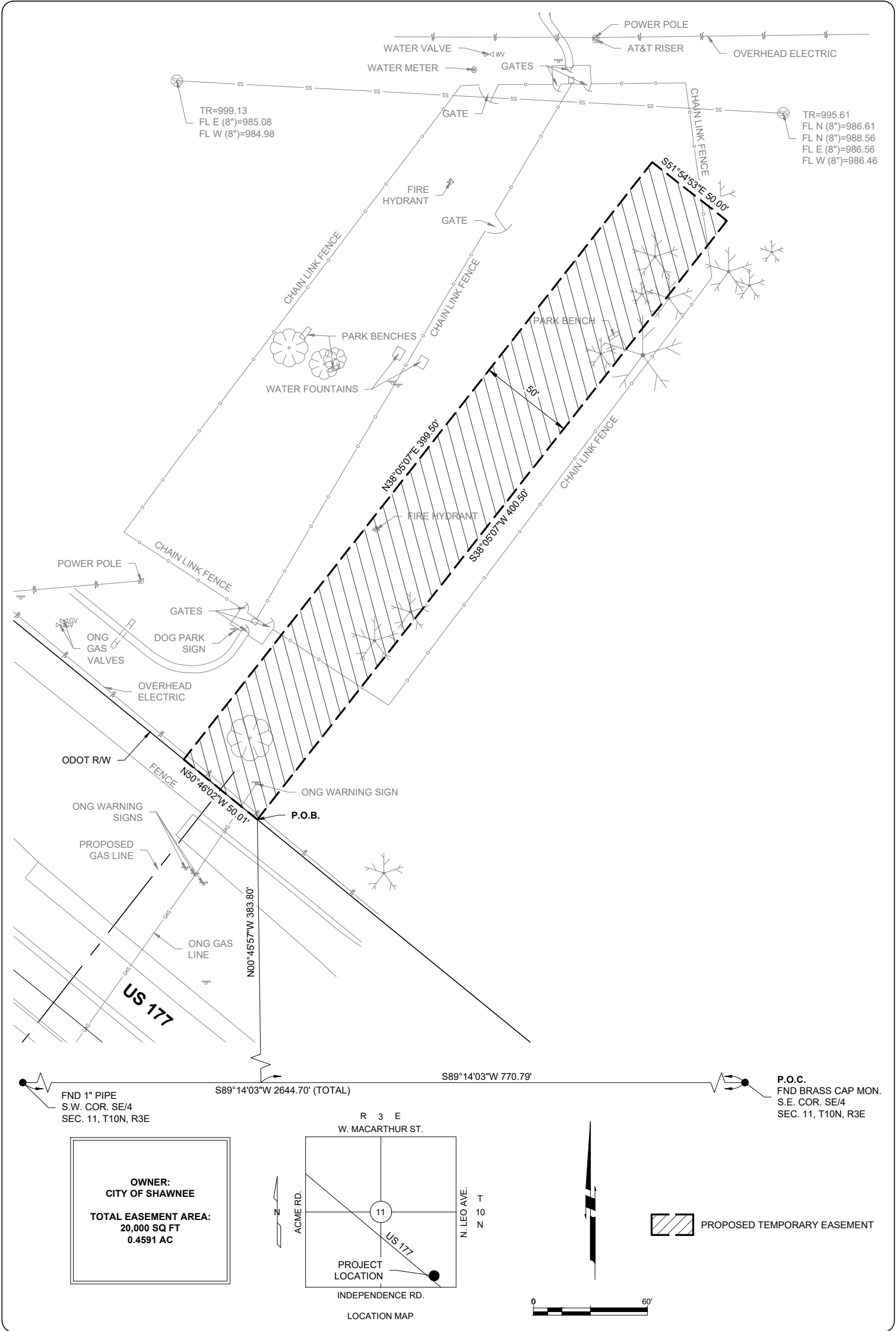
THENCE South 51°54'53" East, a distance of 50.00 feet;

THENCE South 38°05'07" West, a distance of 400.50 feet to the POINT OF BEGINNING.

Containing 20,000 square feet or 0.4591 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

EXHIBIT "C"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11573 FCT 055 Shawnee\Working Folder\11573 EX.dwg, 4/16/2024 10:05 AM, Braxton Birsner
XREFS LOADED: 11521 staking.dwg 231211 - ONG Plans SG5 Rev1 2-12.dwg

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Proj. No.: 11573
Date: 4-15-24
Scale: 1"=60'

OKLAHOMA NATURAL GAS COMPANY
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
CITY OF SHAWNEE
TEMPORARY WORKSPACE

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

RIGHT OF WAY AGREEMENT
FORM 428 (1-00)

THIS AGREEMENT made and entered into by and between **City of Shawnee**, hereinafter called the Grantor, and **OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation**, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, an exclusive easement to survey, construct, lay, maintain, inspect, patrol (by surface or air), alter, operate, replace with same or different size pipe, protect, repair, relocate within the right of way, relay, mark, abandon in place and/or remove pipelines together with above and below ground appurtenances, with the right of ingress to and egress from the below described land and contiguous land owned by Grantor, in the County of **Pottawatomie**, State of **Oklahoma**, and more particularly identified and described as follows, to-wit:

A permanent easement Ten (10') feet in width and a temporary construction easement in varying length and width being a part of the (SW/4) of Section (19), Township (4) South, Range (02) East of the Indian Meridian, more accurately described by Exhibit "A" and Exhibit "B" and Exhibit "C" attached hereto and hereby made a part of this easement.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within ten feet of the pipelines of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipelines and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance or removal of said pipeline.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.
5. The Grantor agrees that during construction, maintenance, repair, replacement, or removal of any pipeline, Grantee may temporarily utilize such additional workspace adjacent to and parallel with the Pipeline Easement as is necessary for purposes of moving and using vehicles and equipment moreover with the expectation the Grantee agrees to compensate a fair market value for any additional space needed.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

[Remainder of page intentionally left blank. Signature pages and Exhibits "A" and "B" and "C" follow.]

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of _____, 2024.

City of Shawnee

Andrea Weckmueller-Behringer, City Manager

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, 2024, by Andrea Weckmueller-Behringer, City Manager of the City of Shawnee.

My Commission Expires: _____
Commission Number: _____

NOTARY PUBLIC

Return To:
Oklahoma Natural Gas
Drew Nixon, Real Estate Services
4901 N. Santa Fe
Oklahoma City, OK 73118



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an Amendment to the Owner's representative contract for Clearpond Culvert Replacement project between The City of Shawnee and Standard Testing.

Background: The Clearpond Culvert Replacement project is complete, and Standard Testing served as the City of Shawnee's owner representative and inspection staff during the construction. Standard Testing's original contract was for \$49,920.00, covering both inspection and material testing. However, as the project progressed, more testing and work hours were required than originally quoted. Standard Testing therefore requested a supplemental amount of \$13,630.05 to cover their total effort.

Although this represents an increase to Standard Testing's contract, through the construction process and with Standard Testing's help, the construction contract was reduced by \$53,726.00, resulting in a net savings for the project overall.

Financial Impact: \$13,630.05, from Street Improvement Fund, Capital Outlay - Streets, 302-5-0920-54800; Proj. No. C-24-01

Attachments: Standard Testing Contract, Updated Total Budget 4-10-24

Staff Recommendation: Approval of the item

Proposal for Construction Management and Inspections





CORPORATE OFFICE • OKLAHOMA CITY
3400 N Lincoln Blvd • Oklahoma City, OK 73105
(405) 528-0541 • (800) 725-0541 • (405) 528-0559 FAX

7648 E 46th PI
Tulsa, OK 74145
(918)289-0005

902 Trails West Loop
Enid, OK 73703
(580) 237-3130

202 SE "J" Ave
Lawton, OK 73501
(580) 353-0872

www.stantest.com

October 31, 2023

Regarding: Estimated Proposal
Clearpond Road
Shawnee, OK
2309-006

In response to your request for a proposal for construction management, inspection and testing services at the Clearpond Road, located in Shawnee, OK, we are pleased to provide our estimated budget for your consideration. Requirements are based off ODOT specifications and plans you provided.

QUALIFICATIONS

Standard Testing and Engineering was founded in 1951 as a professional engineering firm specializing in geotechnical, construction management and inspections, and materials testing and engineering services for the construction and manufacturing industries. Standard Testing employs highly-trained and experienced people most with college-level and/or specialized technical training, at our laboratory facilities in **Oklahoma City, Tulsa, Lawton, and Enid.**

SCOPE OF WORK/PRICING

It is our understanding that the project duration will be approximately 90 calendar days. Below is the estimated budget for the construction management and inspection services based on the specifications and plans provided. This proposal does not represent a lump sum price, it is our estimated budget for this scope of work. Should the scope of work change we will be happy to discuss amendments to scope and pricing. **Prices are subject to change based on overtime, holidays, and the sequence of construction activities dictated by the prime contractor and various trade subcontractors. Administrative charge of 1.5% of the invoice amount will be added to all invoices. A report preparation, review, and distribution charge associated with each report will be billed in accordance with the below rate schedule.**

Notes:

This bid is based on risk-based inspection. We estimate the risk-based work will be completed in 45 working days, working 5 days a week, 6 hours per day.

The Scope of Work will generally consist of the following:

- Resident Engineer dedicated to the project, review of project documents and ensures quality
- Coordinate preparatory meetings for each specification section
- Scheduling/ Coordination
- Ensure all work is performed in accordance with project's plans and specifications
- Check project daily safety procedures
- Change Order review and approvals
- Pay estimates and quantities review and approval

- Storm water prevention plan inspection
- Contractor production reporting including hours, materials, equipment, tasks
- Materials certification
- Routine coordination meetings with contractor
- Attending of daily/weekly project meetings
- Complete daily reports of the work performed
- Final inspection of the work / report
- Audit and project closeout

The City of Shawnee will receive daily work reports enumerating the tasks completed and the deficiencies corrected, types of inspections performed and recommendations. All activities will also be communicated via phone or emailed when needed.

AUTHORIZATION

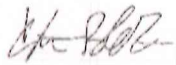
A copy of our standard Agreement for Services form with our standard Terms and Conditions is attached. Please return an executed copy of the agreement for services with any necessary changes to the terms and conditions noted or provide other authorization to proceed under equal terms and conditions. Also attached is a copy of our Project Data Sheet form which provides further detail on report distribution, invoicing address, and special inspection considerations. **Please complete and return a copy of the Project Data Sheet** form so that we can set up your project in our reporting system.

SCHEDULING AND QUESTIONS

Standard Testing's main phone number for dispatching is **405-528-0541**. Our Resident Engineer will be the main point of contact for this project and can be reached at **405-826-5841**.

Sincerely,

STANDARD TESTING AND ENGINEERING COMPANY



Colton Roberts, P.E.
VP of Construction Management

Code	Item	Quantity	Rate	Total
Soils Testing & Inspection				
CS003	Soil Classification (ASTM D2487, D3282, AASHTO M145)	1	\$200.00 Sample	\$200.00
CS017	Standard Proctor Test on Soil (ASTM D698 A or B, AASHTO T99 A or C)	1	\$215.00 Test	\$215.00
CS111	Standard Proctor Test on Treated Mixture (ASTM D558, AASHTO T134)	1	\$235.00 Test	\$235.00
CS107	Nuclear Density	4	\$150.00 Each	\$600.00
Soils Testing & Inspection Subtotal				\$1,250.00
Aggregates Testing & Inspection				
CA023	Sieve Analysis, Washed - Aggregate Base (ASTM C136 & C117 or AASHTO T27 & T11)	1	\$175.00 Test	\$175.00
CA099	Nuclear Density	2	\$150.00 Each	\$300.00
Aggregates Testing & Inspection Subtotal				\$175.00
Concrete Testing & Inspection				
CC007	Making 4 x 8 Cyl., set of 5 or Less (AASHTO R60, T23, T119, T121, T152, T309)	5	\$125.00 Set	\$625.00
CC015	Cure, Break, and/or Dispose 4 x 8 Cylinder (ASTM C39, C1231 or AASHTO T22)	25	\$25.00 Cylinder	\$625.00
CC105	Sieve Analysis, Washed - Aggregate (ASTM C136 & C117 or AASHTO T27 & T11)	1	\$175.00 Test	\$175.00
Concrete Testing & Inspection Subtotal				\$1,425.00
Asphalt Testing & Inspection				
CB035	HMA Testing	3	\$650.00 Each	\$1,950.00
CB037	Nuclear Density	2	\$150.00 Each	\$300.00
Asphalt Testing & Inspection Subtotal				\$2,250.00
Miscellaneous Management				
CH035	Resident Engineer	60	\$217.50 Hour	\$13,050.00
CH047	Inspector	195	\$100.50 Hour	\$19,597.50
CH053	Lab Manager	20	\$123.75 Hour	\$2,475.00
CH051	Testing Lab Technician	50	\$81.75 Hour	\$4,087.50
CH045	Administration	20	\$73.50 Hour	\$1,470.00
CZ003	Report Preparation, Review, and Distribution	45	\$32.00 Report	\$1,440.00
Miscellaneous Management Subtotal				\$42,120.00
Travel				
CT016	Trip - Roundtrip	45	\$60.00 Trip	\$2,700.00
Trip Charge Subtotal				\$2,700.00
Estimated Project Budget				\$49,920.00

1. Cancellation of work after technician is dispatched will be charged for technician time + mileage
2. Technician hours are billed portal to portal, 3-hour minimum
3. Minimum charge does not apply to specimen pickup and engineer's site visits
4. A fee for report preparation, review, and distribution will be associated with each report
5. Rush fees are not part of this proposal and will be charged at regular rate x 1.5 when requested
6. Overtime: Regular rate x 1.5 (holidays, weekends, and over 8 hours on jobsite)
7. Engineering and Project Management time for meetings and consultations is not part of this proposal and will be charged at the standard unit rates on a 30 min interval

Standard Testing & Engineering Company

3400 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Phone: (405) 528-0541

<http://www.stantest.com>

Quality Management System - accredited since 4/8/2013

R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil), E329 (Aggregate), E329 (Asphalt Mixture), E329 (Concrete), E329 (SFRM), E329 (Soil)

Asphalt Mixture - accredited since 4/8/2013

R47, R68, T30, T166, T209, T245, T246, T275, T308, T312, Tex-206-F, D1188, D1560 (Stability), D2041, D2726, D2950, D5444, D6307, D6925, D6926, D6927

Soil - accredited since 4/8/2013

R58, R74, T88, T89, T90, T99, T100, T134, T176, T180, T191, T193, T208, T215, T216, T217, T224, T236, T265, T267, T289, T296, T310, D421, D422, D558, D698, D854, D1140, D1556, D1557, D1883, D2166, D2216, D2419, D2434, D2435, D2487, D2488, D2850, D2974, D3080 (4000 lb/ft-sq or Greater Normal Stress), D4318, D4546, D4643, D4718, D4943, D4944, D4972, D6938

Aggregate - accredited since 4/8/2013

R76, T2, T11, T19, T21, T27, T37, T84, T85, T96, T104, T112, T176, T210, T255, T303, T304, T335, C29, C40, C88, C117, C127, C128, C131, C136, C142, C535, C566, C702, C1252, C1260, C1567, D75, D546, D2419, D3744, D4791, D5821

Sprayed Fire-Resistive Material - accredited since 4/8/2013

E605, E736

Concrete - accredited since 4/8/2013

M201, R39, R60, T22, T23, T24, T97, T119, T121, T148, T152, T160, T196, T197, T198, T231 (7000 psi and below), T303, T309, T347, C31, C39, C42, C78, C138, C143, C157, C172, C173, C174, C192, C231, C403, C495, C496, C511, C567, C597, C617 (7000 psi and below), C642, C803, C805, C876, C1064, C1152, C1218, C1231 (7000 psi and below), C1260, C1567, C1611, C1621

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

Portfolio



FEDERAL

- KC-46 Depot Hangar
- KC-46 Infrastructure Project
- Altus AFB Runway Reconstruction
- FAA Security Command Center
- Tinker AFB Repair AWACS Apron



TRANSPORTATION

- OTA EOC-2435 & 2434B
- OTA EOC-2433B & 2434A
- OTA JKT-2371 Mainline & Ramps
- SH-48 over Cimarron River
- US-81 over Washita River



SCHOOLS K-12

- Various Norman Public Schools
- Various Edmond Public Schools
- Various Lawton Public Schools
- Medford Public Schools
- Various Oklahoma City Public Schools



WIND FARMS

- Kings Plain Wind Farm
- Red Bed Plains Wind Farm
- Mammoth Plains Wind Farm
- Rush Springs Wind Farm
- Buffalo Bear Wind Farm



HIGHER EDUCATION

- OU Stadium Expansion
- OU Asp Avenue Parking Garage
- OU Devon Energy Hall
- OU Donald Reynold Performing Arts Center
- OU Biomedical Research Center



MUNICIPAL

- Scissor Tail Park OKC
- Myriad Botanical Gardens
- Ford Center Expansion
- Edmond Streetscapes Project
- Various City of OKC Projects



HEALTHCARE

- OU Medical 11 Story Bed Tower
- OHHS Super West Expansion
- Norman Regional Healthplex
- OU Children's Hospital
- Mercy Hospital in Ardmore



WATER / WASTEWATER

- Hefner WTP Expansion
- Coffee Creek Wastewater Treatment Plant
- Hefner WTP Chemical Storage Facility
- Arcadia WTP Control Building
- Bethany Water Treatment Plant



WAREHOUSES

- Various Hobby Lobby Warehouses
- Tinker Medical Warehouse
- MROTC Boeing Hangars
- Moore/Norman Vo Warehouse Renovation
- Chappell Supply & Equipment Warehouse



COMMERCIAL

- Firelake Grand Casino and Hotel
- Riverwind Hotel in Norman
- Embassy Suites Hotel & Conference
- Goodyear Plant Expansion
- Nestle Purina Plant Expansion

STANDARD TESTING AND ENGINEERING COMPANY AGREEMENT FOR SERVICES

Project Clearpond Road	Client City of Shawnee
Project Location (Site) Shawnee, OK	Client Project Number C-24-01
STE Project Number	Owner (if different from Client)
Date October 31, 2023	Owner Project Number
This contract is by and between: City of Shawnee 16 W. 9th St. Shawnee, OK 74801 ("Client Name & Address")	Mail Invoices to: City of Shawnee Attn: Accounts Payable PO Box 1448 Shawnee, OK 74802
and Standard Testing and Engineering Company 3400 N. Lincoln Boulevard Oklahoma City, Oklahoma 73105-5408 ("STE") EIN: 82-3042789	Address Project Correspondence to Client Representative: Seth Berkheimer Authorized STE Project Representative: Roy Khalife, P.E.

CLIENT hereby engages STE to provide the services set forth in PART I, at the project described herein ("Project"), CLIENT agrees to pay STEC charges invoices by STE for services rendered on the project in accordance with PART II and to be bound by the Standard Terms and Conditions attached hereto and incorporated herein. The parties agree:

PART I – Scope of Work (attached "Exhibit I" if more spaces is required)

Quality Control and Acceptance as presented in the attached proposal dated October 31, 2023.

PART II – Fee (attach "Exhibit II" if more spaces is required)

Per Estimated Budget dated October 31, 2023

The CLIENT agrees to pay STE's invoices upon receipt. STE may suspend work for lack of timely payment. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorney's fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. If CLIENT has any object to any of STE's invoices, CLIENT must so advise STE in writing giving the reason for such objections within 14 days of receipt by the CLIENT of such invoice, and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by STE. If the Project is terminated in whole or in part, then STE shall be paid by the CLIENT for services performed prior to STE's received of written notice of such termination, including STE's reimbursable expenses and actual and reasonable shut-down costs.

Disclosure of Hazardous and Toxic Material and Conditions at the Project (check One)

CLIENT is not aware of any hazardous wastes or substances, toxic materials or conditions or petroleum products ("Hazardous Materials") existing at the site of the Project, EXCEPT:

☐ None
 ☐ Petroleum Fuels Only
 ☐ Those items Described (attached "Exhibit III" if more space is required)

CLIENT Signature  Name <u>Andrea Nedmueller-Behringer</u> Title <u>City Manager</u> Date <u>November 27, 2023</u>	Standard Testing and Engineering Company Signature  Name <u>Roy Khalife, P.E.</u> Title <u>Vice-President of Operations</u> Date <u>October 31, 2023</u>
---	---

STANDARD TESTING AND ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

Standard Testing and Engineering Company, herein "STE", as an independent consultant, agrees to provide to the "CLIENT" the services described in the Scope of Work for the Project provided in Part I or Exhibit I of this Agreement, pursuant to the following Standard Terms and Conditions which constitute a part of this Agreement:

ARTICLE 1. SERVICES BY STE

- a. STE will perform the services to be provided by STE pursuant to this Agreement in accordance with generally accepted engineering principles and practices of performance by professionals of ordinary skill existing at the time of performance under similar conditions for the locality where the services are to be performed. The CLIENT hereby acknowledges that the Project involves certain inherent risk factors (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the services are performed with such care and skill. Data, interpretations and recommendations by STE will be based solely on information available to STE. STE will not be responsible for any other party's use or interpretations of information reported by STE and/or the recommendation(s) of any other party based on such information. STE's services do not include the investigation or detection of, nor do the recommendations in STE's reports address the presence or prevention of, biological pollutants such as mold, fungi, bacteria, viruses; or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If computer software is to be provided to the CLIENT as part of the services, CLIENT will execute a separate software license agreement. **STE MAKES NO WARRANTIES OR GUARANTEES EXPRESS OR IMPLIED, RELATING TO STE'S SERVICES AND STE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- b. The Scope of Work cannot be changed, altered or amended except by written agreement signed by both parties. If CLIENT and STE agree in writing for STE to perform additional services, then STE will be entitled to an increase in compensation at rates provided in this Agreement. STE reserves the right to elect not to perform additional services. If STE determines in its sole discretion that additional services are necessary to avoid a delay in the completion of the Project, then STE shall perform those services without waiting for instructions from CLIENT and shall be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any.
- c. STE's personnel may be present, either full or part time, to provide observation and field testing of specific parts of the Project in accordance with the Scope of Work set forth herein. STE will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including CLIENT, CLIENT's contractors, or any other parties present at the site. Should a contractor be involved in the Project, STE's work does not include supervision or direction of the work of the contractor, its employees or agents.
- d. Title to all samples and waste materials remains with Client, and at no time shall STE take title to the above material. Portions of samples are consumed by testing. Unless otherwise stated in the Scope of Work, the remaining residue of all test samples from the Project tested by STE shall remain the property of CLIENT and shall be handled by STE as follows: At CLIENT's written request, STE will maintain preservable test samples and specimens or the residue therefrom for 30 days after the report date free of storage charges. After the initial 30 days, upon written request, STE will retain test specimens or samples for a mutually acceptable storage charge and time period. If CLIENT does not make a written request to preserve samples and specimens, then STE may dispose of the samples or specimens or return them to CLIENT at CLIENT's expenses. If it is determined that no test(s) are necessary on the sample(s), or determining that a sample originally thought to be NON-HAZARDOUS is in fact HAZARDOUS, then STE will return the samples to CLIENT.
- e. Field tests or boring locations described in STE's report or shown on sketches are based on specific information furnished by others

and/or estimates made in the field by STE personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

f. STE shall maintain during the performance of the services by it under this agreement if reasonably available, (i) statutory Workers' Compensation liability coverage, (ii) Comprehensive General Liability insurance coverage, and (iii) automobile liability coverage in policy amounts of not less than One Million Dollars (\$1,000,000.00). STE represents that it currently has professional liability coverage in the aggregate limit of at least One Million Dollars (\$1,000,000.00) and agrees to attempt to maintain such coverage for the period of performance of the Scope of Work and for a period of one (1) year following completion of those services, if such coverage is reasonably available at commercially affordable premiums. For the purpose of this Agreement, "reasonably available" and "commercially affordable"

shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage

ARTICLE 2. THE CLIENT'S RESPONSIBILITIES

- a. CLIENT has obtained access and right of entry to the Project and hereby grants free access and right of entry to the Project to STE, its employees, agents, and subcontractors, for the purpose of performing all acts, studies and research, including without limitation the obtaining of samples and the performance of tests and evaluations, pursuant to the Scope of Work. CLIENT understands that subsurface conditions throughout the site may vary from those apparent at the discrete sampling locations or other sources of subsurface data and that site conditions may change from time to time. CLIENT agrees that STE's proposed sampling locations are approximate and that STE may depart a reasonable distance from those locations. CLIENT accepts that, despite STE's use of reasonable precautions to reduce damage, invasive services such as drilling, or sampling may damage or alter the site and that site restoration is not provided by STE unless specifically included in the Scope of Work.
- b. CLIENT represents that CLIENT possesses all necessary permits and licenses required for the performance of the services to be provided by STE under this Agreement and for the continuation of CLIENT and STE's activities at the Project.
- c. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STE for the proper performance of STE's services pursuant to this Agreement. STE may rely upon documents provided by the CLIENT in performing the services required under this Agreement; however, CLIENT-provided documents will remain the property of the CLIENT. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by STE as part of the service, pursuant to this Agreement, shall remain STE's exclusive property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by STE pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without STE's prior written consent. If CLIENT uses all or any portion of STE's work on another project without STE's written permission, CLIENT shall defend, indemnify and hold STE harmless from any and all claims arising from such unauthorized use.
- d. CLIENT shall be responsible for identifying, locating, and marking, and/or shall arrange for identifying, locating and marking of private subterranean structures or utilities and subsurface structures. STE shall take reasonable precautions to avoid damage or injury to such utilities and structures. STE shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified and marked by CLIENT or a one-call provider. STE shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures that were not identified, located, or marked by CLIENT or the one-call provider, or that were not properly communicated to STE; or that were improperly marked on documentation, plans, drawing or utility clearance materials provided to STE. STE shall not be responsible

for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures caused by subsurface penetrations in locations approved by CLIENT and/or the one-call provider, except for damages caused by the negligence of STE in the use of such information. CLIENT waives any claim against STE and agrees to defend, indemnify, and hold STE and its officers, directors, employees, shareholders, agents, and subcontractors harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or not accurately located. In addition, CLIENT agrees to compensate STE for any time spent or expenses incurred by STE in defense of any such claim, with compensation to be based upon STE's prevailing fee schedule and expense reimbursement policy.

e. CLIENT shall provide, or cause to be provided, to STE all documents and information known or available to CLIENT that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Material (i.e., hazardous waste under RCRA, hazardous substance under CERCLA, hazardous constituent, toxic material, radioactive material, contaminated material, or petroleum product) on, under, or near the site, and shall immediately transmit new, updated, or revised information as it becomes available.

f. Unless otherwise provided herein, CLIENT shall assume all responsibility for, including control and removal of, and protect, defend and save harmless STE from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in STE's possession and control and directly associated with STE's equipment. In the event a third party commits an act or omission which results in pollution or contamination for which either STE or CLIENT, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between STE and CLIENT, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

g. CLIENT shall release STE of any liability for, and shall defend and indemnify STE against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged injury to, destruction of, or loss or impairment of any property right in or to oil, gas, water or other mineral substances, if at the time of the alleged act or omission causing injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth. CLIENT shall release STE of any liability for, and shall defend and indemnify STE against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged loss or damage to any formation, strata, or reservoir beneath the surface of the earth.

h. CLIENT agrees to pay STE's invoices upon receipt. STE may suspend work for lack of timely payment. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorneys' fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. If CLIENT has any objection to an STE invoice, CLIENT must so advise STE in writing giving the reasons for such objections within 14 days of receipt by the CLIENT of such invoice, and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by STE. If the Project is terminated in whole or in part, then STE shall be paid by the CLIENT for services performed prior to STE's receipt of written notice of such termination, including STE's reimbursable expenses and actual and reasonable shut-down costs.

ARTICLE 3. PUBLIC LIABILITY: Except for claims by employees of STE for Workers' Compensation, in the event any third party brings suit or claim for damages against STE alleging exposure to or damage from material, elements or constituents at the Project before, during, or after the services are performed by STE or any of its agents pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse

health condition to any third party or resulted in costs for remedial action, uninhabitability of any property, or any other property damage or loss of any kind, then CLIENT agrees at its sole cost to defend STE in any such suit or claim and to indemnify and hold harmless STE and its officers, directors, employees and shareholders from and against any loss, damages, liabilities and cost (including, but not limited to, reasonable attorney fees) and to pay on behalf of STE and its officers, directors, employees and shareholders any judgment entered against STE and its officers, directors, employees and shareholders, including any interest thereon. CLIENT will have the right to investigate, negotiate and settle, with STE's written concurrence, any such suit or claim, and STE will cooperate in the defense of any such suit or claim.

ARTICLE 4. GENERAL CONDITIONS, NOTIFICATION, LIMITATION OF LIABILITY AND INDEMNIFICATION

a. Except as otherwise provided in this Agreement, STE and CLIENT shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of STE and CLIENT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR: LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

b. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor STE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the CLIENT and STE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

c. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of STE and STE's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to the CLIENT, for any and all claims, losses, costs, or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause or causes shall not exceed the total compensation received by STE under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under STE's Comprehensive General Liability Insurance or automobile liability insurance. Notwithstanding the above, with respect to concrete testing working, in the event a Standard Testing technician is delayed, late or misses a concrete pour, then CLIENT shall be entitled to a discount of up to \$1,000 on concrete testing services, no other remedy or damage shall be available, this provision supersedes any written or verbal agreement to the contrary.

d. The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of STE and STE's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of STE and STE's subcontractors to all those named shall not exceed STE's

total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under STE's Comprehensive General Liability Insurance or automobile liability insurance.

e. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project or to this Agreement.

f. This Agreement may be terminated by either party upon giving the other party not less than seven (7) calendar days written notice or by mutual agreement. The receiving party shall have that seven (7) calendar day period in which to cure the default. If this Agreement is terminated by either party, STE shall be paid in full for all services performed through the termination date, in addition to STE's reimbursable expenses and reasonable shut-down costs incurred.

g. Neither CLIENT nor STE may delegate, assign, sublet or transfer its duties or interest in this Agreement without the prior written consent of the other party, except STE may retain the services of subcontractors to assist STE in performance of its duties and obligations hereunder.

ARTICLE 5. UNFORESEEN OCCURRENCES: If during the performance of services by STE under this Agreement, any unforeseen hazardous substances or petroleum products or constituents thereof or other unforeseen conditions or occurrences are encountered which in STE's sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the Scope of Work, STE and CLIENT will mutually agree to revise the Agreement to include consideration of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or STE may, at its option, terminate this Agreement effective on the date specified by STE in writing.

ARTICLE 6. LITIGATION ASSISTANCE: Unless expressly set forth in the Scope of Work, the Scope of Work does not include costs of STE for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of STE, except for suits or claims between the parties to this Agreement, will be reimbursed by the CLIENT according to STE's normal rates and charges for such services and payment for such services shall be in accordance with this Agreement.

ARTICLE 7. FORCE MAJEURE: STE is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of STE.

ARTICLE 8. NO THIRD-PARTY BENEFICIARIES: This Agreement and STE's performance of the Scope of Work are for STE's and CLIENT's sole benefit and exclusive use with no third parties intended. Reliance upon STE's performance of the Scope of Work and any work product is limited to CLIENT and is not intended for third parties. For a time period limited to three months following STE's completion of the Scope of Work and submittal of any work product in the form of a report, STE will issue additional reports addressed to, and for the use of, other parties designated by CLIENT, contingent upon each such party signing and returning STE's reliance agreement and STE receiving the agreed-upon fee for each additional report so issued.

ARTICLE 9. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between CLIENT and STE shall survive the completion of the services and the termination of this Agreement.

ARTICLE 10. INTEGRATION: This Agreement and the documents attached hereto, and which are incorporated herein constitute the entire agreement between the parties and cannot be changed or amended except by a written instrument signed by all parties hereto. In the event CLIENT issues a purchase order or similar form to authorize or otherwise administer payment for Work under this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.

ARTICLE 11. GOVERNING LAW AND VENUE: This Agreement shall be governed in all respects by the laws of the State of Oklahoma. Each of the parties hereto shall only enforce a claim arising out of this Agreement in the appropriate state or federal court having subject and personal jurisdiction located in Oklahoma City, Oklahoma. For purposes of any action or proceeding instituted with respect to any such claim, except those for which CLIENT must first pursue Dispute Resolution as provided herein, all of the parties hereto irrevocably submit to the jurisdiction of such courts and irrevocably consent to service of process out of such courts by mailing a copy of the summons and complaint, by certified mail, return receipt requested, postage prepaid to each party at the address provided for such party in this Agreement.

ARTICLE 12. DISPUTE RESOLUTION: CLIENT shall not be entitled to assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against STE unless and until CLIENT has first obtained a written opinion from an independent, registered professional of the relevant discipline ("Expert") that STE has violated the standard of care applicable to STE's performance of the Scope of Work. The opinion must contain: (a) the name and license number of the Expert; (b) the qualifications of the Expert, including a list of all publications authored in the previous 10 years and a list of all cases in which the Expert testified within the previous 4 years; (c) a statement by the Expert setting forth the factual basis for the Claim; (d) a statement by the Expert of each and every act, error, or omission that the Expert contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Expert of all opinions the Expert holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Expert; and (g) a list of every individual who provided Expert with any information regarding the Project. The opinion is a condition precedent to the right of CLIENT to assert any Claim in any litigation or arbitration and CLIENT's failure to timely provide an opinion to STE will be grounds for automatic dismissal of the Claim with prejudice. CLIENT shall furnish this opinion to STE and the parties shall endeavor to resolve the dispute within thirty (30) days, after which CLIENT may pursue its remedies at law. The prevailing party in any litigation relating to a Claim shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Claim.

ARTICLE 13. INDEPENDENT CONTRACTOR: In performing services under this Agreement, STE shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of the CLIENT.

ARTICLE 14. SUBCONSULTANTS: STE may utilize as necessary in its discretion subconsultants or other subcontractors. STE will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

ARTICLE 15. NOTICE: Notices shall be sufficiently given if sent by certified mail, postage prepaid, to each of the parties at the address noted for such party in this Agreement, or such other address as shall be furnished in writing by either party.

ARTICLE 16. ENTIRE AGREEMENT: This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and STE.

STANDARD TESTING AND ENGINEERING COMPANY -- PROJECT DATA SHEET

Project Name/Description: Clearpond Road Culvert Replacement

Client's Authorizing Agent: Andrea Weckmueller-Behringer

Phone 405/878-1601

e-mail: andrea.weckmueller@shameok.org

Client's Site Contact: Seth Barkhimer

Phone 405/878-1760

e-mail: seth.barkhimer@shameok.org

CLIENT (PAYING PARTY)

ACCOUNTING INFORMATION*

Firm / Organization: City of Shawnee

AP Contact: Lindsey McWebb-Fox

Address: 16 W. 9th St.

Address: 16 W. 9th St

City, State, Zip Code: Shawnee, OK 74801

City, State, Zip Code: Shawnee, OK 74801

Project Manager: Seth Barkhimer

AP Contact Phone: 405/878-1600

Project Manager E-Mail: seth.barkhimer@shameok.org

AP Contact E-Mail: lindsey.fox@shameok.org

Project Manager Phone: 405-878-1760

Purchase Order No.:

Job No.: Director of Engineering

Other AP Instructions:

Project Location:

Project Owner:

Prime Contractor:

Architect or Engineer:

REPORT DISTRIBUTION*

☐ E-Mail ☐ Web Portal

☐ E-Mail ☐ Web Portal

Firm / Organization:

Firm / Organization:

Contact:

Contact:

E-Mail:

E-Mail:

☐ E-Mail ☐ Web Portal

☐ E-Mail ☐ Web Portal

Company:

Company:

Contact:

Contact:

E-Mail:

E-Mail:

*A valid email address is required for invoicing and report distribution.

Are building code Special Inspections to be performed by Standard Testing? (check all that apply)

☐ Soils

☐ Concrete

IBC Special Inspections:

☐ 2009 ☐ 2015 ☐ 2018

☐ Masonry - Level B (1)

☐ Prestressing

☐ Structural Steel - Welded

☐ EIFS

☐ Foundations

☐ Reinforcing

☐ Masonry - Level C (2)

☐ Fabricator(s)

☐ Structural Steel - Bolted

☐ Fireproofing

If Special Inspections are part of the work, then provide (1) a copy of the "Statement of Special Inspections" prepared by the registered design professional and (2) a copy of the latest version of the structural plans, structural specifications, and geotechnical report.

Other Pertinent Information:

Information for Client: All work by Standard Testing will be performed in accordance with Standard Testing's "Standard Terms and Conditions" and current standard unit rates, incorporated herein by reference. Time will be charged portal to portal with 3-hr minimum for field activities excluding specimen pickup and site consultations, 4-hr minimum for steel inspections. All invoices are due upon receipt, 1.5% interest charged if not paid when due. Administrative charge of 1.5% of the invoice amount will be added to all invoices. To ensure proper report distribution, invoicing, and specification interpretation, please provide the above information in detail, sign and date indicating concurrence with listed information, and return a copy of the project data sheet to Standard Testing. If a Standard Testing technician is delayed, late or misses a concrete pour, then Client shall be entitled to a discount of up to \$1,000 on concrete testing services, no other remedy shall be applicable, this supersedes any written agreement to the contrary.

For Client Point of Contact: Please call Standard Testing Dispatch to schedule work as far in advance as possible, preferably 24 hours in advance. Specific testing work cannot be performed if Standard Testing is not contacted in advance of applicable project activities and certain special inspections can only be performed before subsequent construction activities cover the work to be inspected.

To schedule work please call OKC: 405-528-0541 Tulsa: 918-289-0005 Lawton: 580-353-0872 Enid: 580-237-3130

REPORTS CANNOT BE ISSUED UNTIL THIS DOCUMENT IS COMPLETED AND RETURNED TO STANDARD TESTING

Signature

Andrea Weckmueller-Behringer

Date 11/27/23



Project: Clearpond Culvert Replacement
Updated Total Budget
Date: 4/26/24

Code	Item	Original Quantity	Supplemental Quantity	Total Quantity	Rate	Total
Soils Testing & Inspection						
CS003	Soil Classification (ASTM D2487, D3282, AASHTO M145)	1	3	4	\$200.00 Sample	\$800.00
CS017	Standard Proctor Test on Soil (ASTM D698 A or B, AASHTO T99 A or C)	1	3	4	\$215.00 Test	\$860.00
CS111	Standard Proctor Test on Treated Mixture (ASTM D558, AASHTO T134)	1	-1	0	\$235.00 Test	\$0.00
CS107	Nuclear Density	4	1	5	\$150.00 Each	\$750.00
Soils Testing & Inspection Subtotal						\$2,410.00
Aggregates Testing & Inspection						
CA023	Sieve Analysis, Washed - Aggregate Base (ASTM C136 & C117 or AASHTO T27 & T11)	1	0	1	\$175.00 Test	\$175.00
CA099	Nuclear Density	1	3	4	\$150.00 Each	\$600.00
Aggregates Testing & Inspection Subtotal						\$775.00
Concrete Testing & Inspection						
CC007	Making 4 x 8 Cyl., set of 5 or Less (AASHTO R60, T23, T119, T121, T152, T309)	5	1	6	\$125.00 Set	\$750.00
CC015	Cure, Break, and/or Dispose 4 x 8 Cylinder (ASTM C39, C1231 or AASHTO T22)	25	15	40	\$25.00 Cylinder	\$1,000.00
CC105	Sieve Analysis, Washed - Aggregate (ASTM C136 & C117 or AASHTO T27 & T11)	1	-1	0	\$175.00 Test	\$0.00
CC113	Additional Air Test - Pressure Method (ASTM C231 or AASHTO T152)	0	8	8	\$160.00 Test	\$1,280.00
Concrete Testing & Inspection Subtotal						\$3,030.00
Asphalt Testing & Inspection						
CB035	HMA Testing	3	-1	2	\$650.00 Each	\$1,300.00
CB037	Nuclear Density	1	3	4	\$150.00 Each	\$600.00
Asphalt Testing & Inspection Subtotal						\$1,900.00
Miscellaneous Management						
CH035	Resident Engineer	60	-14	46	\$217.50 Hour	\$10,005.00
CH047	Inspector	195	141.68	336.68	\$100.50 Hour	\$33,836.34
CH053	Lab Manager	20	-15	5	\$123.75 Hour	\$618.75
CH051	Testing Lab Technician	50	-34	16	\$81.75 Hour	\$1,308.00
CH045	Adminitration	20	-8	12	\$73.50 Hour	\$882.00
CZ003	Report Preparation, Review, and Distribution	45	114	159	\$32.00 Report	\$5,088.00
Miscellaneous Management Subtotal						\$51,738.09
Travel						
CT016	Trip - Roundtrip	45	16	61	\$60.00 Trip	\$3,660.00
CT003	Trip-Vehicle Mileage Only-Roundtrip	0	56	56	\$0.66 Mile	\$36.96
Trip Charge Subtotal						\$3,696.96
Existing Project Budget		\$49,920.00	Supplemental Budget		\$13,630.05	Total Project Budget \$63,550.05

1. Cancellation of work after technician is dispatched will be charged for technician time + mileage
2. Technician hours are billed portal to portal, 3-hour minimum
3. Minimum charge does not apply to specimen pickup and engineer's site visits
4. A fee for report preparation, review, and distribution will be associated with each report
5. Rush fees are not part of this proposal and will be charged at regular rate x 1.5 when requested
6. Overtime: Regular rate x 1.5 (holidays, weekends, and over 8 hours on jobsite)
7. Engineering and Project Management time for meetings and consultations is not part of this proposal and will be charged at the standard unit rates on a 30 min interval



Community Development Department

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing of a Petition for Annexation request by LaVerne Douglas for purposes of future construction at 14002 Acme Road.

Background: At the April 15, 2024, City Commission meeting, a Petition for Annexation request by LaVerne Douglas was reviewed, and staff was authorized to proceed with notice and hearing requirements, including setting a public hearing for May 20, 2024.

The applicant is requesting annexation of property at 14002 Acme Road for the purposes of commercial development. The subject property is approximately 2 acres in size. The municipal boundary is located on the east and south sides of the parcel boundary, making the property eligible for annexation. The proposed use of the property is a retail commercial enterprise.

Pursuant to state statutes and public notices, this public hearing would be the next step in the annexation process.

Financial Impact: None

Attachments: L Douglas Petition for Annexation

Staff Recommendation: Conduct the public hearing

PETITION FOR ANNEXATION

To the Board of City Commissioners of the City of Shawnee, Oklahoma:

The undersigned representing 100% of the ownership of the Property (as defined *supra.*), respectfully request the City of Shawnee, Oklahoma annex the Property into the municipal boundaries of the Town and would show as follows:

1. LaVerne Douglas is the owner of the following described property located in Pottawatomie County, Oklahoma to-wit:

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10; Thence South 00°14'11"East along the East line of said Northeast Quarter (NE/4) a distance of 410.80 feet; Thence South 89°19'43"West, parallel with the North line of said Northeast Quarter (NE/4) a distance of 212.58 feet; Thence North 00°14'11"West, parallel with the East line of said Northeast Quarter (NE/4) a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4); Thence North 89°19'43"East along said North line a distance of 212.58 feet to the POINT OF BEGINNING

(the "Property"), Deeds attached as Exhibit A.

2. Therefore, the Property is currently outside of the municipal limits of the City of Shawnee, Oklahoma
3. It is the desire of the landowner to be annexed into the corporate limits of the City of Shawnee, Oklahoma
4. In accordance with 11 O.S. § 21-105, "the owners of at least three-fourths (in value) of the property in any territory adjacent or contiguous to the municipality may request annexation by signing and filing a petition with the governing body of the municipality."
5. This document shall serve as the owner's petition requesting annexation of the Property.
6. Once filed with the municipality, the owner requests a hearing on this Petition be set on the regularly scheduled agenda for the City of Shawnee, Oklahoma for the April 15, 2024, meeting.

7. Upon filing of the Petition and prior to the April 15, 2024, meeting, the owner will publish the notice of presentment of the Petition within a publication serving the municipality for two consecutive weeks.

8. At such meeting, the owner requests the Board of City Commissioners of the City of Shawnee, Oklahoma, pass an ordinance annexing the Property into the corporate limits of the City.

LaVerne Douglas
As 100% Owner of the Property

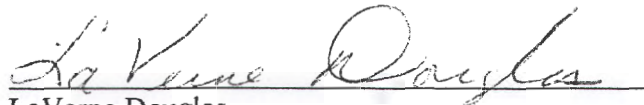

LaVerne Douglas

EXHIBIT A
Legal Description
14002 Acme Road, Shawnee OK
Revised November 9, 2023

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10;

THENCE South 00°14'11" East, along the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet;

THENCE South 89°19'43" West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 212.58 feet;

THENCE North 00°14'11" West, parallel with the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4);

THENCE North 89°19'43" East, along said North line, a distance of 212.58 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 87,325 square feet or 2.0047 acres, more or less.

The bearing of South 00°14'11" East as shown on the East line of the Northeast Quarter of Section 10 was used as the basis of bearing for this survey. The bearings shown hereon are based upon State Plane North Zone, which was used as the basis of bearing for this survey.

LaVerne Douglas
700 W. Wood Street
Shawnee, OK 74801

February 29, 2024

City of Shawnee Planning Department
222 N. Broadway
Shawnee, OK 74801

Re: Proposed Dollar General location on Acme Road,
Shawnee, OK

Ladies and Gentlemen:

The undersigned is owner ("Owner") of the real property (the "DG Site") more particularly described on the legal description attached as Exhibit A hereto.

Owner has contracted to sell the DG Site to DJD Realty, LLC ("Developer"), which desires to develop the DG Site for retail purposes. Accordingly, this letter is for the purpose of authorizing the Developer, at its sole expense, to annex the DG Site into the limits of the City of Shawnee.

I have attached as Exhibit B the deeds evidencing my ownership of the DG Site and additional adjacent property which is not being included in the proposed annexation.

Sincerely,

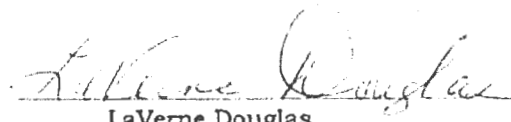

LaVerne Douglas

EXHIBIT A
Legal Description
14002 Acme Road, Shawnee OK
Revised November 9, 2023

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10;

THENCE South $00^{\circ}14'11''$ East, along the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet;

THENCE South $89^{\circ}19'43''$ West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 212.58 feet;

THENCE North $00^{\circ}14'11''$ West, parallel with the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4);

THENCE North $89^{\circ}19'43''$ East, along said North line, a distance of 212.58 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 87,325 square feet or 2.0047 acres, more or less.

The bearing of South $00^{\circ}14'11''$ East as shown on the East line of the Northeast Quarter of Section 10 was used as the basis of bearing for this survey. The bearings shown hereon are based upon State Plane North Zone, which was used as the basis of bearing for this survey.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY AND PROPERTY OUTSIDE THE PRESENT CITY LIMITS INTO THE CITY LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, PURSUANT TO TITLE 11 OF THE OKLAHOMA STATUTES; DESCRIBING SAID PROPERTY; AND PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: That pursuant to the provisions of 11 Oklahoma Statute Section 21-101 et seq. and the written request of one-hundred percent (100%) of owners of the following described property located outside the present boundaries of the City of Shawnee, Oklahoma:

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10; THENCE South 00°14'11" East, along the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet; THENCE South 89°19'43" West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 212.58 feet; THENCE North 00°14'11" West, parallel with the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4); THENCE North 89°19'43" East, along said North line, a distance of 212.58 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 87,325 square feet or 2.0047 acres, more or less.

The bearing of South 00°14'11" East as shown on the East line of the Northeast Quarter of Section 10 was used as the basis of bearing for this survey. The bearings shown hereon are based upon State Plane North Zone, which was used as the basis of bearing for this survey.

is hereby annexed into the corporate limits of the City of Shawnee, Oklahoma, pursuant to the provisions of law applicable thereto, and is hereby zoned as C-3; Highway Commercial.

Section 2: That the "City Map of the City of Shawnee, Oklahoma" be amended accordingly to reflect said annexation.

Section 3: **SEVERABILITY.** The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 4: **CODIFICATION.** This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 5: **REPEALER.** All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 6: **EMERGENCY.** Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 20th day of May, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Emergency clause separately passed and approved on this 20th day of May, 2024.

ATTEST:
(SEAL)

ED BOLT, MAYOR

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 20th day of May, 2024.

JOSEPH VORNDRAN
CITY ATTORNEY

DRAFT



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: May 20, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Preliminary Plat for Union Square Addition (Case PPL 02-24).

Background: The subject property is located northeast of the intersection of E 45th Street and N. Union Avenue in Section 31, Township 11 North, Range 4 East. The property is zoned C-3 (Highway Commercial District). The Preliminary Plat includes approximately 11.952 acres. The Preliminary Plat of Union Square Addition contains eight (8) lots and one (1) common tract. The City Engineer and Fire Marshal expressed concerns on the original submittal of this preliminary plat. The applicant addressed all comments and provided a revised preliminary plat, which was reviewed and approved.

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer and Fire Marshal are satisfied with the revised Preliminary Plat as submitted.

Alternatives:

- Recommending Approval of Case No. PPL02-24, for the Preliminary Plat, Union Square Addition as presented.
- Recommending Denial of the application for Case No. PPL02-24.
- Recommending Deferral of Case No. PPL02-24 with a request for additional and specific information to a certain date.

Planning Commission approved this item at their May 8, 2024, special call meeting on a vote of 4-0.

Financial Impact: None

Attachments: STAFF PPL02-24 Union Square Addition, PPL02-24 App, PPL02-24 Union Square REVISED, Comments 4.23.2024, PPL02-24 PC to CC Record of Action

Staff Recommendation: Approval of the Preliminary Plat



Special Call - Planning Commission Meeting – May 8, 2024 – City of Shawnee, Oklahoma

Preliminary Plat Application | PPL02-24 | Union Square Addition

=====

To: Shawnee Planning Commission
From: Rachel Clyne, City Planner
Date: May 2, 2024
Subject: **Staff Report** – Consideration of a request for a Preliminary Plat for Union Square Addition
Case No. **PPL02-24** | Applicant: Royal Land Properties, LLC

=====

Background: The subject property is located northeast of the intersection of E 45th Street and N. Union Avenue in Section 31, Township 11 North, Range 4 East. The property is zoned C-3 (Highway Commercial District). The Preliminary Plat includes approximately 11.952 acres. The Preliminary Plat of Union Square Addition contains eight (8) lots and one (1) common tract. The City Engineer and Fire Marshal expressed concerns on the original submittal of this preliminary plat. The applicant addressed all comments and provided a revised preliminary plat, which was reviewed and approved.

Discussion:

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer and Fire Marshal are satisfied with the revised Preliminary Plat submitted.

Alternatives:

- Recommending Approval of Case No. PPL02-24, for the Preliminary Plat, Union Square Addition as presented.
- Recommending Denial of the application for Case No. PPL02-24.
- Recommending Deferral of Case No. PPL02-24 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL02-24** for the Preliminary Plat, Union Square Addition.

This application will be heard at the City Commission meeting on Monday, May 20, 2024, at 6:00 p.m. in the City Hall Commission Chambers.



PRELIMINARY PLAT APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: _____
Project Number: 20240553
Date Filed: 04/03/2024
Amount Paid: \$243.00
Receipt No.: _____

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Royal Land Properties, LLC

APPLICANT ADDRESS 1805 Pecan Crossing Shawnee, OK 74804

APPLICANT PHONE NUMBERS 405.535.3617

EMAIL ADDRESS katie.landes@yahoo.com

NAME OF PLAT Union Square Addition

LOCATION NE Corner N Union Street + E 45th Street

NUMBER OF ACRES 11.952

NUMBER OF LOTS 8 lots + 1 Common Tract

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 9 \$252.00

PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____

PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Developer - Fleske Holding Company

ADDRESS 600 NW 23rd Street, Suite 200 OKC, OK 73103

CONTACT NUMBERS 405.701.3505

EMAIL ADDRESS eric@fleskeholding.com

PROJECT ENGINEER INFORMATION:

NAME Kent Mace

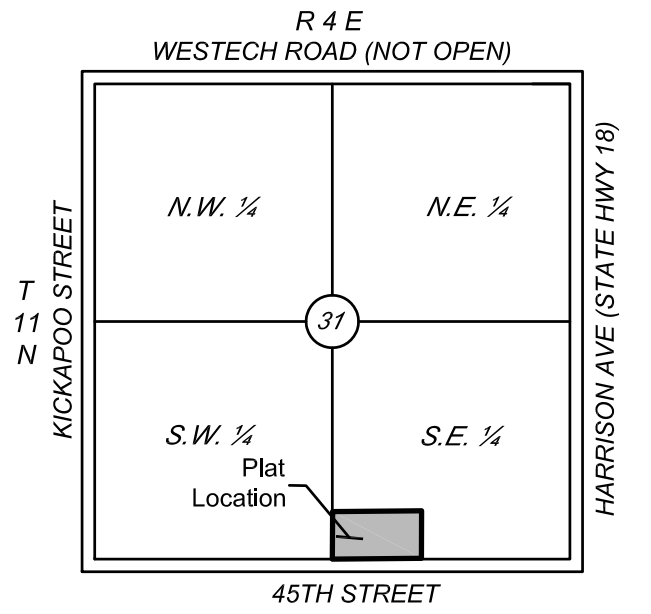
ADDRESS 5744 Huettnier Ct., Ste. 100, Norman, OK 73069

CONTACT NUMBERS 405-872-7594

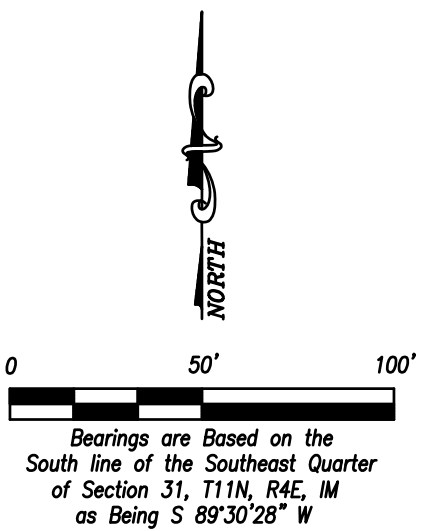
EMAIL ADDRESS Kent@MBLS.US

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING

PRELIMINARY PLAT OF:
UNION SQUARE ADDITION
PART OF THE SOUTHEAST QUARTER,
SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST, I.M.,
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



Vicinity Map
Section 31, Township 11N, Range 4E
Not To Scale



CS/16 Corner
Section 31-11N-4E
Found Broken Mag Nail
(OCCR by PLS 1945
dated 6-12-2020)

APPROXIMATE LIMITS OF FLOOD ZONE "AE"
PER FIRM MAP NUMBER 40125C0070-J
DATED MAY 16, 2019

LEGAL DESCRIPTION

A tract of land in the Southeast Quarter of Section 31, Township 11 North, Range 4 East, I.M., City of Shawnee, Pottawatomie County, Oklahoma, more particularly described as follows: BEGINNING at the Southwest corner of said Southeast Quarter; THENCE N 00°19'15" E, along the west line of said Southeast Quarter, a distance of 526.80 feet; THENCE N 89°30'28" E a distance of 987.94 feet to the west line of CARDINAL POINT ADDITION-PHASE I, a subdivision of record in Shawnee, Pottawatomie County, Oklahoma; THENCE S 00°13'13" W, along the west line of said CARDINAL POINT ADDITION-PHASE I Plat, a distance of 526.80 feet to the south line of said Southwest Quarter; THENCE S 89°30'28" W, along the south line of said Southwest Quarter, a distance of 988.86 feet to the POINT OF BEGINNING, containing 11.952 acres more or less.

FLOOD STATEMENT

UNION SQUARE ADDITION is located in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) per FIRM Pottawatomie County, Oklahoma and Incorporated Areas, Panel 70 of 550, Map Number 40125C0070-J, Map Revised 5-16-2019.

LEGEND

■	PERMANENT MONUMENT-SET 5/8"	—○—○—○—	FENCE
●	IRON PIN WITH ALUMINUM CAP	— — — — —	SECTION LINE
●	SET 1/2" IRON PIN WITH	— — — — —	QUARTER SECTION LINE
●	CAP "MACBAX CA 8137"	— — — — —	BOUNDARY LINE
●	SET MAG NAIL WITH	— — — — —	LOT LINES
●	SHINER "MACBAX CA 8137"	— — — — —	EASEMENT LINES
▲	SET COTTON SPINDLE WITH	U/E = UTILITY EASEMENT	
▲	SHINER "MACBAX CA 8137"	D/E = DRAINAGE EASEMENT	
*	FOUND MAG NAIL WITH	L/E = LANDSCAPE EASEMENT	
○	FOUND IRON PIN	PED/E = PEDESTRIAN EASEMENT	
◇	FOUND PLSS MONUMENT	B/L = BUILDING LINE	
-1000-	ADDRESS	ROW = RIGHT OF WAY	

DATE PREPARED:

3/4/2024 Revised 4/23/2024

OWNERS:

Royal Land Properties L.L.C.
1805 Pecan Crossing Drive
Shawnee, OK 74804

LAND SURVEYORS:



5744 Huettner Court, Ste. 100
Norman, OK 73069
Telephone: (405) 872-7594
Email: kenti@mbils.us

Certificate of
Authorization
No. 8137

SW Corner of SE/4
Section 31-11N-4E
Found Brass ODOT Monument
(OCCR by PLS 1298
dated 6-14-2004)

SE Corner of SE/4
Section 31-11N-4E
Found Brass ODOT Monument
(OCCR by PLS 1945
dated 6-12-2020)



Building & Engineering Department
222 N Broadway
Shawnee, OK 74801
405.878.1666
cosinspecitons@shawneeok.org

11 April 2024

Royal Land Properties, LLC
1805 Pecan Crossing Dr
Shawnee, OK 74804
Katie.landes@yahoo.com

Re: Union Square Addition – Preliminary Plat – 20240553

To whom it may concern:

Please find below the staff comments on the above referenced project. Please make the following corrections and/or additions to all sets of plans and provide a written explanation to all the comments before resubmitting for review and approval.

ENGINEERING

SETH BARKHIMER

405-878-1506

Failed

Please resubmit, with the following comments addressed.

1. Show shared access points for lots and corresponding shared access easements. Given that the proposed lot dimensions are less than the minimum separation between driveways, (Sec. 40.2.1 - Subregs - Table 3) Shared access approaches will be required between lots. The common access easements need to be shown as part of the plat.
Shown on revised Preliminary Plat.
- Drainage:**
2. No Drainage Map provided for proposed condition. **Pre and Post Maps shown in revised Drainage Study.**
3. Why doesn't DA-2+DA-3 in Pre, equal DA-2 in Post? (Areas) **Site will be regraded to drain site into detention pond, which creates just one drainage area.**
4. Storm sewer or a channel or drainage that could require easement, will likely be needed for the NE corner to drain to the pond. The report indicates that 0 bypass will be routed to Cardinal Point, how will that area drain to the pond? Please clarify. This drainage will also need to cross the proposed Sanitary as laid out. **See note 3 on Bypass question. Easements will be provided and shown on the revised Preliminary Plat.**

FIRE

JAMES KRIWANЕК

405-878-1676

Approved with Comments

5. The location of the northern hydrant, off Union, must be on the east side of Union.
Hydrant is shown at the northwest corner of Lot 1 of the revised Preliminary Plat.

PLANNING

RACHEL CLYNE

405-878-1672

Approved

RECORD OF ACTION

DATE: May 9, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: PPL02-24

REQUEST: Preliminary Plat, Union Square Addition

Applicant: Royal Land Properties, LLC

Subject Property Address: n/a

Legal Description: SE/4 of Section 31, Township 11 North, Range 2 East

Current Zoning: C-3 **Requested Zoning:** n/a

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: May 8, 2024

PC Recommendation: Approval

Conditions: none

Vote: 4 -- 0 -- 0

Members Present: 4

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER	Rec Approval		X			
JOHNSON			X			
REESE (CHAIR)			--			
ROWELL		X	X			
BARRETT			--			



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Courtney Conrad, Financial Accountant
Subject: Consideration of the following budget amendments for Fiscal Year 2023 – 2024:

Background: Background: A total budget amendment in the amount of \$7,526,060 across all funds should be considered.

General Fund – The City of Shawnee received approximately \$8.35 million of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA). Under the direction of the U.S. Department of Treasury, funds received under this Act can be used to pay for government services up to a standard deduction of \$10 million. "Government Services" is defined by the U.S. Treasury as any service traditionally provided by the government, such as road maintenance, construction of infrastructure, general government staff, and provision of police, fire, and other public safety services.

Since receiving those funds, the City has also been awarded additional ARPA funds through the Oklahoma Water Resources Board in the amount of \$11.6 million. This funding is tied to specific water and wastewater line projects that were identified in the application process to receive this funding.

To date, the City has expended and obligated \$2.1 million of the SLFRF funds and expended \$1.28 million of the OWRB funds. Since the deadline to obligate the remaining SLFRF funds is December 2024, the City has determined to obligate the remaining funds to the provision of public safety services for past payroll expenditures within the General Fund, as allowed.

This budget amendment appropriates the transfer from the ARPA Fund to fund a transfer of \$800,000 to the Capital Improvement Fund and a transfer of \$5.4 million to the Street Improvement Fund to fund the following projects that need additional support – Fire Station 3 Remodel, Animal Welfare Facility, and 45th St Widening.

This amendment is a Transfer from the ARPA Fund.

Insurance Proceeds – The City has received additional insurance proceeds from the April 2023 tornado in the amount of \$1,326,060. This budget amendment appropriates those funds in the Insurance Recovery Fund, specifically for the Shawnee Regional Airport Capital Outlay – Buildings and Improvements.

This amendment is funded from Insurance Recovery proceeds.

Grant Fund – The City of Shawnee’s Recreation Division received supplemental ARPA funds in the amount of \$10,501 through the Central Oklahoma Economic Development District (COEDD) as part of the COVID relief in 2022. There is a remaining balance of the award of \$7,943.48 that requires a budget amendment prior to expending the funds. The funding will be spent on fitness studio enhancements at the Recreation Center. The amount for appropriation is as follows:

- \$7,943.48 – Grant Fund, Recreation, Other Materials & Supplies

This amendment is funded from Grant Revenue from COEDD.

Financial Impact: See budget amendment

Attachments:

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	49560			Transfer from ARPA Fund	-	6,200,000.00	6,200,000.00
							-
							-
				Total	-	6,200,000.00	6,200,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-5030-56160			Transfer to Capital Improvement Fund	-	800,000.00	800,000.00
001	5-5030-56060			Transfer to Street Improvement Fund	-	5,400,000.00	5,400,000.00
							-
							-
					-	-	-
					-	6,200,000.00	6,200,000.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate transfer from ARPA Fund to fund capital projects in the Capital Improvement Fund and the Street Improvement Fund.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

City of Shawnee
2023-2024 Budget Amendment
Insurance Recovery Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
603	48040			Insurance Recovery	2,202,925.00	1,326,060.00	3,528,985.00
							-
							-
				Total	2,202,925.00	1,326,060.00	3,528,985.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
603	5-0120-54200			Capital Outlay-Bldgs & Imprv	999,125.00	1,326,060.00	2,325,185.00
							-
							-
							-
					-	-	-
					999,125.00	1,326,060.00	2,325,185.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate insurance proceeds received from torando damages at the Airport and surrounding properties.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

City of Shawnee
2023-2024 Budget Amendment
Grant Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
010	41020			Grant Revenue	56,000.00	7,943.48	63,943.48
							-
				Total	56,000.00	7,943.48	63,943.48

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
010	5-1120-52500			Other Materials & Supplies	-	7,943.48	7,943.48
					-	-	-
							-
					-	-	-
					-	7,943.48	7,943.48

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate a grant award to the Recreation Division from the Central Oklahoma Economic Development District (COEDD).

Approved:

Mayor _____
 Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____



Shawnee Regional Airport Department
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Bonnie Wilson, Airport Manager
Subject: Site Preparation for Temporary Airport Terminal Building (Award)

Background: As a result of the damage from the April 2023 tornado event, the Shawnee Regional Airport terminal was determined to be damaged beyond repair. Airport staff is coordinating reconstruction options with the City's insurance carrier and the Federal Emergency Management Agency (FEMA). In order to provide terminal services for customers and administrative/office space for the Airport staff in the meantime, the installation of a temporary terminal building has been coordinated with the City's insurance carrier. The temporary terminal building will be sited at the edge of the aircraft ramp. This area must be prepared to accept the building, and utilities must be installed in this location. The City of Shawnee published a request for bids (Bid Number - B2024-EM-20230419-05-1) for a general contractor for the temporary terminal pad site and utility hooks-ups.

The Airport's contracted design engineer, H.W. Lochner (Lochner), estimated the cost of construction at \$93,595.00. The solicitation for bids generated three bids, which were publicly opened and recorded on April 24, 2024, at the City of Shawnee City Commission Chambers. The base bids are as follows:

- C-P Integrated Services Inc. \$37,945.00
- Tri-City Seal Company Inc. \$89,106.00
- Jim Cooley Construction, LLC. \$138,840.00

While reviewing the bids, Lochner noticed a discrepancy with the C-P Integrated bid package. Lochner concluded the general electrical services for the building, the sewer utility connections, and the electrical service for the sewer were all miscalculated at a difference of \$24,000.00. Lochner is recommending that the City of Shawnee exercise its authority to reject the bid received from C-P Integrated based on these noted irregularities and to award the contract to Tri-City Seal.

Tri-City Seal was the prime contractor for the recently completed storm drainage improvement project at the Shawnee Regional Airport. They performed the work on time and within the project budget. The staff concurs with Lochner's recommendation to award the contract to Tri-City Seal.

Financial Impact: Expense of \$89,106.00, from Insurance Reimbursement Fund 603-5-0120-54200, Project Number EM-20230419-05-01

Attachments: 15710 - SNL Temp Term Site Prep_Plans_Executed, 15710 - SNL Temp Term Site Prep_Specs_Executed, Planholders List 4 12 2024, 15710-TO08_Addendum1_Executed, 15710-

TO08_Addendum2_Executed, 15710-TO08 SNL Site Prep Bid Tab_Executed, 15710-SNL
Recommendation of Award

Staff Recommendation: Award of the contract to Tri-City Seal

CITY OF SHAWNEE, OKLAHOMA

CONSTRUCTION PLANS

FOR

SHAWNEE REGIONAL AIRPORT

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

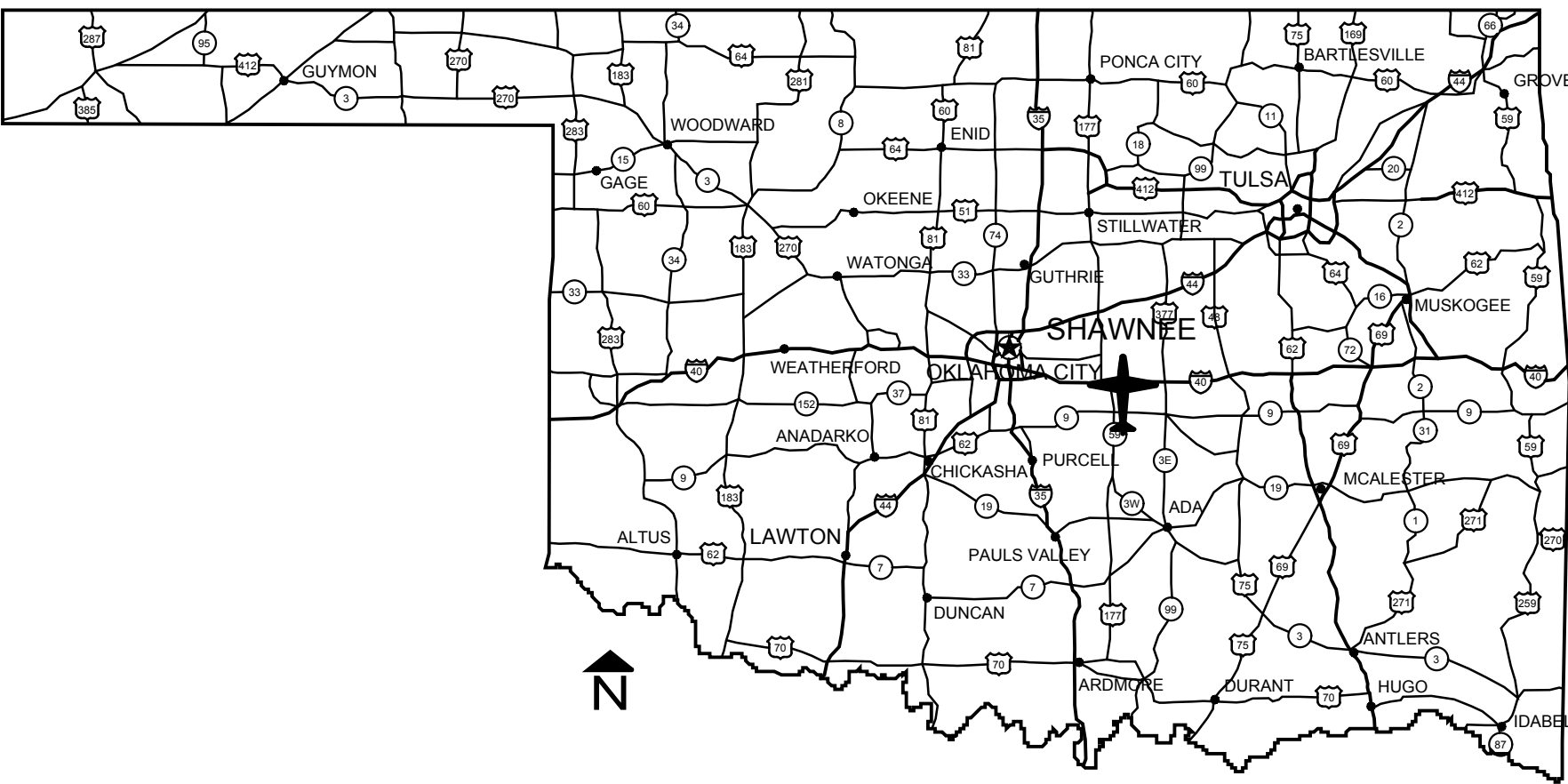
BASE BID:

SITE PREPARATION

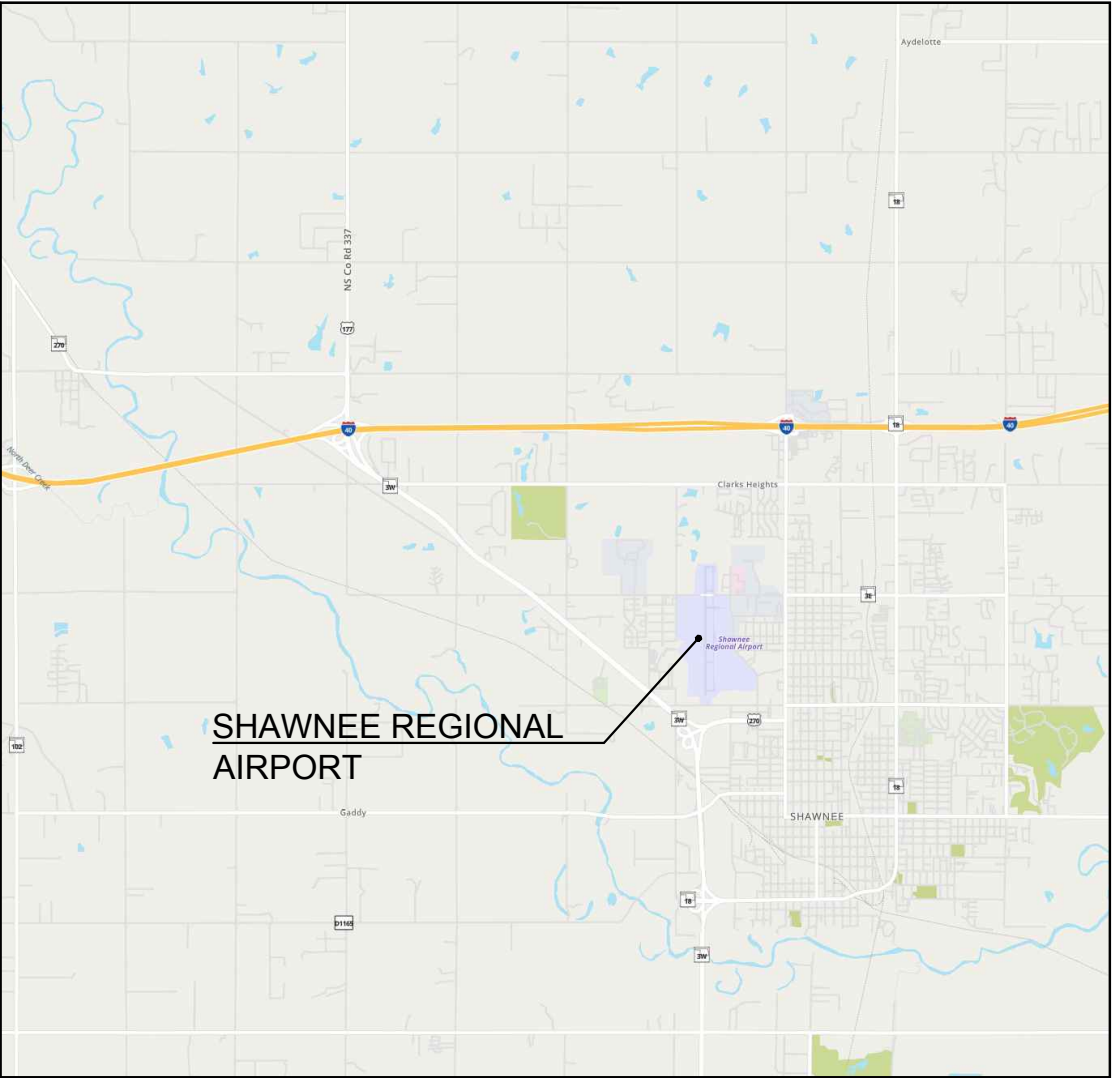
FOR

TEMPORARY TERMINAL BUILDING

LOCATION MAP



VICINITY MAP



NO SCALE

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	SUMMARY OF QUANTITIES AND PAY ITEM NOTES
3	CONSTRUCTION SAFETY & PHASING PLAN
4	CONSTRUCTION SAFETY & PHASING PLAN NOTES
5	CONSTRUCTION SAFETY & PHASING PLAN NOTES
6	DEMOLITION PLAN
7	SITE PLAN

RUNWAY DATA

ITEM	RUNWAY 17 - 35	
	EXISTING	ULTIMATE
AIRPORT CATEGORY / DESIGN GROUP	C-II	C-II
RUNWAY WIDTH AND LENGTH	100' x 5,592.8'	100' x 5,999.5'
SAFETY AREA WIDTH x LENGTH BEYOND THRESHOLD	500' x 1,000'	500' x 1,000'
OBJECT FREE AREA WIDTH x LENGTH BEYOND THRESHOLD	800' x 1,000'	800' x 1,000'
OBSTACLE FREE ZONE WIDTH x LENGTH BEYOND THRESHOLD	400' x 200'	400' x 200'
RUNWAY PROTECTION ZONE (W1 x L x W2)	17 1,000' x 2,500' x 1,750' 35 1,000' x 1,700' x 1,510'	17 1,000' x 2,500' x 1,750' 35 1,000' x 1,700' x 1,510'
APPROACH VISIBILITY MINIMUMS	17 LESS THAN 3/4 MILE 35 NOT LESS THAN 3/4 MILE	17 LESS THAN 3/4 MILE 35 NOT LESS THAN 3/4 MILE
PART 77 CATEGORY	17 PIR 35 D	17 PIR 35 D
PART 77 SURFACE SLOPE	17 50:1 35 34:1	17 50:1 35 34:1
AERONAUTICAL SURVEY TYPE REQUIRED	VGAS	VGAS
EFFECTIVE GRADIENT (%)	0.215	0.203
WIND COVERAGE (%) 10.5 / 13 KT / 16KT	96.69 / 98.51 / 99.55	96.69 / 98.51 / 99.55
PAVEMENT TYPE	ASPHALT	ASPHALT
PAVEMENT STRENGTH - (1,000#)	24S	30S
ELECTRONIC AIDS	17 PAPI, REILS, MALSR 35 PAPI, REILS	17 PAPI, REILS, MALSR 35 PAPI, REILS
VISUAL AIDS	17 LOC., G.S., GPS 35 GPS	17 LOC., G.S., GPS 35 GPS
RUNWAY MARKING	PRECISION	PRECISION
RUNWAY LIGHTING	MIRL	MIRL
RUNWAY TRUE BEARING	N 0.051° W	N 0.055° W
RUNWAY END ELEVATIONS	17 1069.37 35 1066.09	17 1069.37 35 1068.11
TOUCHDOWN ZONE ELEVATIONS	17 1073.87 35 1067.63	17 1073.87 35 1068.11
MAXIMUM RUNWAY ELEVATION ABOVE MSL	1073.87	1073.87

*NOTE: Data in tables duplicated from Airport ALD dated November 2020

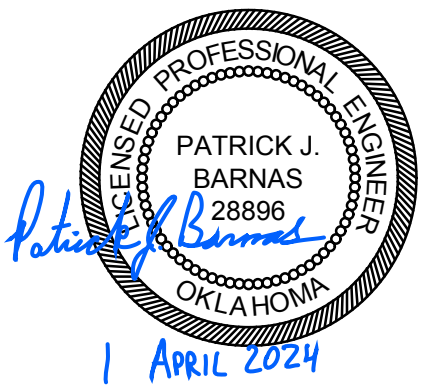
AIRPORT DATA

ITEM	EXISTING	ULTIMATE
AIRPORT ELEVATION (FEET, AMSL)	1073.87	1073.87
AIRPORT PROPERTY (ACRES)	580.3±	586.3±
AIRPORT REFERENCE POINT (ARP)	LAT. 35° 21' 28.32" LONG. 96° 56' 34.21"	LAT. 35° 21' 26.31" LONG. 96° 56' 34.20"
AIRPORT REFERENCE CODE	C-II	C-II
TAXIWAY WIDTH	35', 40', 50'	35'
TAXIWAY LIGHTING	MITL	MITL
TAXIWAY MARKING	HOLDLINE / CENTERLINE	HOLDLINE / CENTERLINE
NORMAL MAX. TEMP. HOTTEST MONTH (F°)	95°	95°F
AIRPORT ELECTRONIC AIDS	VOR, NDB, DME, GPS, BEACON	VOR, NDB, DME, GPS, BEACON
CRITICAL DESIGN AIRCRAFT	GRUMMAN GULFSTREAM III	GRUMMAN GULFSTREAM III

RUNWAY END COORDINATES NAD 83 DATUM

RUNWAY	EXISTING	ULTIMATE
RUNWAY 17	LAT. 35° 21' 55.97" LONG. 96° 56' 34.24"	LAT. 35° 21' 55.97" LONG. 96° 56' 34.24"
RUNWAY 35	LAT. 35° 21' 00.66" LONG. 96° 56' 34.18"	LAT. 35° 20' 56.64" LONG. 96° 56' 34.17"

APRIL 2024



H.W. LOCHNER, INC

Certificate of Authorization
License No. 6131
Expires: 6-30-2025

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CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT

SHAWNEE, OKLAHOMA

PROJECT NO. 15710 - TO08

DRAWN BY CJZ DATE 01-08-2024

CHECKED BY PJB DATE 03-29-2024

DESIGNED BY RAG DATE 01-08-2024

REVISIONS DATE

TITLE SHEET

1

Plot Style: ae.ctb
Last Saved By: rpoach 2024/03/29
Drawing Name: I:\OKC\PRJ\0000157\10-08 - Temp Trailer Siting, Bidding, Utilities\01 - Project\A\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - TITLE SHEET.dwg Mar 29 2024 - 3:47pm

GENERAL NOTES:

1. The existing features shown on these plans are those noted in the field and those taken from record drawings. This does not guarantee that all features are shown on the Plans. There will be no additional payment to the Contractor due to variations in size, quantity, or location of existing features.
2. Extreme caution shall be used when working near existing light fixtures, underground electrical ducts, underground electrical cable, and any other airport fixtures. Should damage occur to any of these items, they will be replaced immediately at the Contractor's expense to the satisfaction of the Engineer.
3. The Contractor shall be responsible for locating any underground utilities prior to beginning construction. Contact Oklahoma One Call at 1-800-522-OKIE a minimum of 48 hours prior to any construction activities to allow One Call sufficient time to locate and mark any existing utilities which might be affected by this project. Contractor shall provide the One Call report/case information to the Engineer and Airport Personnel prior to beginning excavation. Should damage occur to any of these items, they will be replaced immediately at the Contractor's expense to the satisfaction of the Engineer. Airport utilities not located by One Call shall be located by the Contractor at no cost to the owner.
4. Only rubber-tired vehicles under 60,000 lbs GVWR will be allowed on airport pavement surfaces without prior Engineer approval.
5. The Contractor shall be responsible for the restoration and seeding of the Contractor's staging area, access, and haul roads if damage has occurred due to construction activities. No direct payment will be made for these items. Seeding shall be done as required, returning the area to original or better condition. All of the Contractor's equipment and materials shall be removed from the Air Operations Area (AOA) prior to reopening the airfield pavement. The airport maintenance personnel shall be responsible for mowing the airfield.
6. Waste materials resulting from this Project shall be disposed of off Airport Property unless shown otherwise on these plans. Excess unclassified excavation shall become the property of the Contractor and be disposed of off airport property.
7. The Construction Safety and Phasing Plan (CSPP) drawings depict haul routes for access from surrounding public roadways and haul route through the airport perimeter fence. Contractor access and hauling operations are strictly limited to the haul routes shown. Any time an existing airfield pavement is traversed or crossed, the Contractor shall provide protection to the pavement edges. The Contractor will required to sweep and maintain the pavement as directed by the Resident Project Representative (RPR).
8. The Contractor will be required to repair any damage to public and airport roads and airfield pavements caused by the Contractor's trucks and equipment during the construction of the project. Repairs shall be adequate to return the pavements to a condition equal to or better than the condition prior to damage. All repair work shall be at the Contractor's expense. The airport entrance road and haul routes shall be videoed and photographed by the Contractor in the presence of the RPR prior to construction in order to document their existing condition.
9. The Contractor shall monitor Common Traffic Advisory Frequency (CTAF) 122.700 at all times during construction and shall respond to any instructions for Airport personnel and/or the RPR immediately. The Contractor shall provide their own radios capable of transmitting and receiving. The Contractor may utilize two-way construction radios on the project provided they do not interfere with existing Airport and FAA communication equipment and frequencies.
10. NO changes to the approved Safety and Phasing Plan will be allowed without prior approval and concurrence from the RPR, Airport, and FAA.
11. The Contractor shall provide the Airport and RPR with the contact information of the Supervisor on site.
12. The Contractor has the option of installing temporary drainage structures for construction of temporary access drives during construction. Once construction is complete, the drives and drainage structures shall be removed and the area restored to its original condition. This work shall be considered subsidiary to other bid items in the contract.
13. Contractor shall be responsible for obtaining water, as required for completion of the project, and shall coordinate with the local water provider for pricing, obtaining a water meter, and determining a location for water access. The cost of this work shall be the considered subsidiary to other items bid.
14. Contractor shall provide sanitary portable toilet(s) for use on the jobsite, which shall be secured to prevent movement.

DEMOBILIZATION NOTES:

1. Conditions of the project area upon completion of the job shall be as good as or better than the conditions prior to starting work, in addition to the work items listed.
2. The project area shall be free of any contractor stockpile materials upon completion of the job unless otherwise directed by the RPR.
3. Upon completion of the project, all the haul routes shall be properly cleaned to prevent obstruction and/or cause inconvenience to normal regular traffic. All temporary haul routes shall be removed and brought back to original condition or better.
4. Contractor's jobsite office trailer, job trailer, all of the construction equipment, and any facilities temporarily placed onsite for the project shall be removed from the site.
5. Any properties belonging to the airport shall be returned to the airport owner.
6. Proper drainage (no localized ponding) shall be maintained, prior to, during and after mobilization.
7. Demobilization shall be done to the satisfaction of the RPR.
8. Demobilization shall be done in a manner that will not cause any inconvenience to airport operations.
9. Any damage to the airport properties during demobilization shall be repaired and paid for at the contractor's own expense.
10. Safety regulations shall be observed at all times during demobilization.
11. The cost for demobilization shall be considered subsidiary to the Mobilization Bid Item.
12. The contractor shall video the entire work area after the construction activities have been completed. The contractor shall provide one (1) copy of this video to the airport manager and the RPR.
13. The contractor shall remove any silt fence and all storm water pollution protection devices once a stand of grass has been established.
14. All disturbed areas shall be seeded or sodded. Final payment shall not be made until a stand of grass has been established on all disturbed areas including any areas where disposed soil is placed for stockpiling.

SUMMARY OF QUANTITIES					
ITEM NO.	SPEC	ITEM DESCRIPTION	UNIT	QUANTITY	
				ESTIMATED	AS-CONST.
BASE BID					
SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING					
1	TEMP	Temporary Marking, Lighting & Barricades	L.S.	1	
2	C-105	Mobilization (NTE 10% of Total Bid Amount)	L.S.	1	
3	ODOT	Site Demolition	L.S.	1	
4	ODOT	Gravel Pad	S.Y.	163	
5	--	Installation & Connections of Electrical Utility for Building	L.S.	1	
6	--	Installation & Connections of Water Utility	L.S.	1	
7	--	Installation & Connections of Sewer Utility	L.S.	1	
8	--	Installation & Connections of Electrical Utility for Sewer	L.S.	1	

PAY ITEM NOTES:

1. General

a. The Contractor shall provide copies of all subcontracts to the Resident Project Representative (RPR) 14 days prior to the pre-construction conference. At a minimum, the information shall include the following:
 - Subcontractor's legal company name.
 - Subcontractor's legal company address, including County name.
 - Principal contact person's name, telephone and fax number.
 - Complete narrative description, and dollar value of the work to be performed by the subcontractor.
 - Copies of required insurance certificates in accordance with the specifications.
 - Minority/ non-minority status.

b. See Section 80-01 of the General Provisions of the Specifications.
2. Testing

a. Contractor shall employ an accredited testing laboratory to complete all required Quality Control and Quality Acceptance testing.

b. Test results shall be provided to the RPR for material acceptance.
3. Water

a. Contractor shall be responsible for obtaining water for the project and shall coordinate with the City of Shawnee to determine acceptable locations for water access near the jobsite.

b. Contractor shall coordinate with the City to obtain a meter for water access and for determination of the pricing for water. Cost of water shall be incidental to other items bid.

c. Contractor shall install an overhead standpipe at the water access location to enable filling of equipment without a direct connection to the hydrant.

d. Contractor shall be responsible for any damage incurred to existing water source(s) due to improper use and/or protection, and the Contractor shall immediately make any repairs necessary if damage is incurred.
4. Temporary Erosion Control

a. Contractor shall install temporary erosion control devices as required to comply with environmental regulations and for prevention of soil and stormwater erosion.

b. This work shall be subsidiary to other items bid.
5. Mobilization

a. Prior to beginning any work, the Contractor shall complete a Safety Plan Compliance Document, it shall be approved by the Airport Manager and the RPR, and the Contractor shall complete closures and place low profile barricades as required in the Construction Safety and Phasing Plan.

b. Contractor is required to document the condition of the haul route and public and airport pavements in the vicinity of the construction limits prior to mobilizing to the jobsite. Video and photo documentation shall be provided to the RPR and Airport prior to beginning work.

c. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the RPR at the Contractor's expense.
6. Temporary Marking, Lighting & Barricades

a. Contractor shall sufficiently weight barricades and closure markings to prevent movement. Contractor shall adjust and provide additional support for these items to prevent movement as required and as directed by the Airport or RPR.

b. Work required for the construction and deconstruction of temporary access roads for haul of materials shall be covered under pay item, "Temporary Marking, Lighting & Barricades".

c. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the RPR and be subsidiary to Temporary Marking, Lighting & Barricades pay item.
7. Site Demolition

a. Demolition shall include but not be limited to all construction activities, equipment, and labor required to remove items as detailed in the Demolition Plan. Demolition and disposal of all materials and miscellaneous items shall be in accordance with Federal, State, and Local regulations, and per ODOT 619.
8. Permitting

a. Contractor shall be responsible for applying for and coordinating of all applicable Federal, State, and Local permits and pay any required permitting fees.

9. Sequence of work

a. Contractor shall be required to complete site demolition, installation of gravel pad, rough-in of electrical, water, and sewer utilities to gravel pad. Utilities shall be temporarily capped below pad surface and marked. Calendar days will be paused and the contractor shall demobilize from the site until placement of the Temporary Terminal Building has been completed by others. Once notified, the contractor shall re-mobilize within ten business days, to complete the final utility connections to the Temporary Terminal Building.
10. Gravel Pad

a. Installation of the gravel pad shall include, but not be limited to, all materials, construction activities, equipment, and labor required to provide a product as detailed in the plans.

b. Contractor shall ensure gravel pad has a minimum bearing capacity of 2,000 psf. Contractor shall perform all testing needed in order to ensure minimum bearing capacity is met. This work shall be considers subsidiary to bid item.
11. Electrical Utility for Building

a. Installation and connection of utility to Temporary Terminal Building and meter to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, coordination with utility company, materials, equipment, incidentals and labor required to provide a fully functional service upon completion.

b. The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Electrical Utility for Building". Partial payments will be made based on the estimated percent completion of the item of work.
12. Water Utility for Building

a. Installation and connection of utility to Temporary Terminal Building and existing water line to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, coordination with utility company, materials, equipment, incidentals, and labor required to provide a fully functional service upon completion.

b. The exact location of the existing water service line is not known. Contractor shall make provisions to locate the line and make service connection as required to provide water service to the Temporary Terminal Building.

c. The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Water Utility". Partial payments will be made based on the estimated percent completion of the item of work.
13. Sewer Utility for Building

a. Installation and connection of utility to Temporary Terminal Building and existing lift station to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, modifications to lift station, materials, equipment, incidentals, and labor required to provide a fully functional service upon completion.

b. The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Sewer Utility". Partial payments will be made based on the estimated percent completion of the item of work.
14. Electrical Utility for Sewer

a. Installation and connection of power to existing lift station panel to be per all applicable Federal, State, and Local codes, laws, and standards. Item shall include all costs associated with construction activities, relocation of existing lift station controls and panel to new unistrut structure, materials, equipment, panel updates, breakers, building penetrations, incidentals and labor required to provide a fully functional service upon completion.

b. The basis of measurement and payment will be based on the contract lump sum price for "Installation & Connections of Electrical Utility for Sewer". Partial payments will be made based on the estimated percent completion of the item of work.
15. Survey

a. No survey has been completed as part of the design.

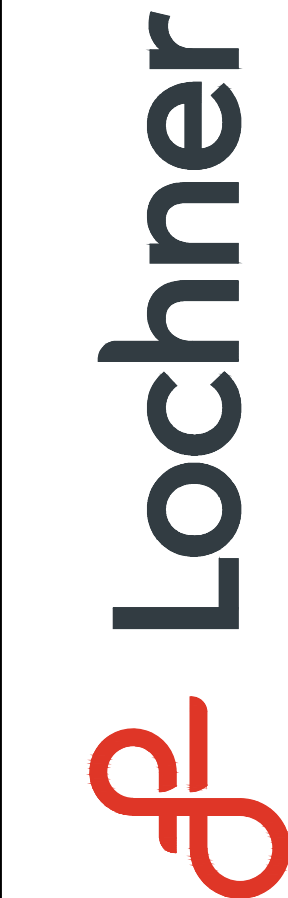
b. Referenced coordinates within the plans are approximate. Contractor shall verify points with the RPR prior to construction.

c. The plans were developed from aerial imagery, record drawings, and city GIS data. All utilities shown are approximate. Contractor shall be responsible for locating and protecting all utilities.
16. Seeding

a. All disturbed ground shall be seeded, including the haul route, as well as any other disturbed ground.

b. Contractor shall be required to water all seeded areas as required to establish grass growth and a stand of grass and until all environmental permit requirements are met. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area.

c. This work shall be considered subsidiary to other items bid.



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CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT

SHAWNEE, OKLAHOMA

PROJECT NO.	15710 - TO08
DRAWN BY	DATE
CZT	01-08-2024
CHECKED BY	DATE
PJB	03-29-2024
DESIGNED BY	DATE
RAG	01-08-2024
REVISIONS	DATE

SUMMARY OF QUANTITIES
AND PAY ITEM NOTES

Drawing Name: I:\OKC\PRJ\00001571008 - Temp Trailer Siting, Bidding, Utilities01 - Project\AE\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - CSPP.dwg Mar 29, 2024 - 3:47pm
Last Saved By: rpoach 2024/03/29
Plot Style: ae.ctb

GENERAL PHASING NOTES:

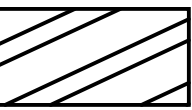
- Construction personnel and equipment will not be allowed within areas open to aircraft operations or the Airport Operations Area (AOA) until the area has been closed to aircraft and NOTAMs have been issued. Contractor must confirm a NOTAM is in place prior to entering AOA.
- The Contractor shall supply portable hand-held radios to each supervisor. The Contractor shall monitor CTAF/UNICOM Frequency 122.700 at all times during construction and shall respond to any instructions from the Engineer, Airport Personnel and/or Emergency Personnel immediately.
- Contractor shall route all vehicles off the edges of existing pavement during dry conditions to limit wear of existing pavements.
- Temporary Erosion Control Devices shall be installed in the area of construction prior to soil disturbing activities in that phase. Temporary Erosion Control Devices shall be removed as directed by the Engineer.
- Any rutting or damage to pavements to remain caused by Contractor's vehicle operations shall be corrected by the end of the project by the Contractor at their own expense.
- Contractor shall install survey lath, at a minimum, at each corner of the construction limits. If Contractor's employees, subcontractors, or suppliers are noted to cross into active pavement, additional lath will be required to be installed.

CONSTRUCTION PHASE 1:

- The Contractor shall implement a Safety Plan Compliance Document (SPCD).
- Runway 17-35, Connecting Taxiways, Parallel Taxiway and Taxilanes will remain OPEN for the duration of the phase.
- Contractor vehicles shall NOT be parked on apron.
- Terminal Apron will be PARTIALLY CLOSED for the duration of the phase.
- Install Low Profile Barricades as shown.
- The following construction work shall be completed within the designated work limits.
 - Construct Aggregate Base for Temporary Terminal.
 - Install Temporary Utilities to Temporary Terminal.
- At the completion of the items above, coordinate with the Airport Manager, Engineer, and Construction Observer to open the work area as described in the steps below.
 - Remove Low Profile Barricades.
 - Clean all paved surfaces and remove FOD.
 - Remove all equipment, materials, and personnel from the work area.

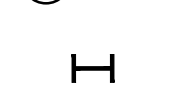
PHASE 1 - CONSTRUCTION LIMITS					
Point	Latitude	Longitude	Site Elevation (ft.)	Object Height (ft.)	Overall Elevation (ft.)
1	N35° 21' 23.08"	W96° 56' 26.47"	1,064	20	1,084
2	N35° 21' 24.99"	W96° 56' 20.71"	1,066	20	1,086
3	N35° 21' 20.54"	W96° 56' 24.34"	1,064	20	1,084
4	N35° 21' 20.55"	W96° 56' 25.29"	1,064	20	1,084
5	N35° 21' 21.60"	W96° 56' 25.29"	1,064	20	1,084
6	N35° 21' 22.35"	W96° 56' 26.21"	1,065	20	1,085
Note: Site Elevations are from Google Earth					

LEGEND

- 

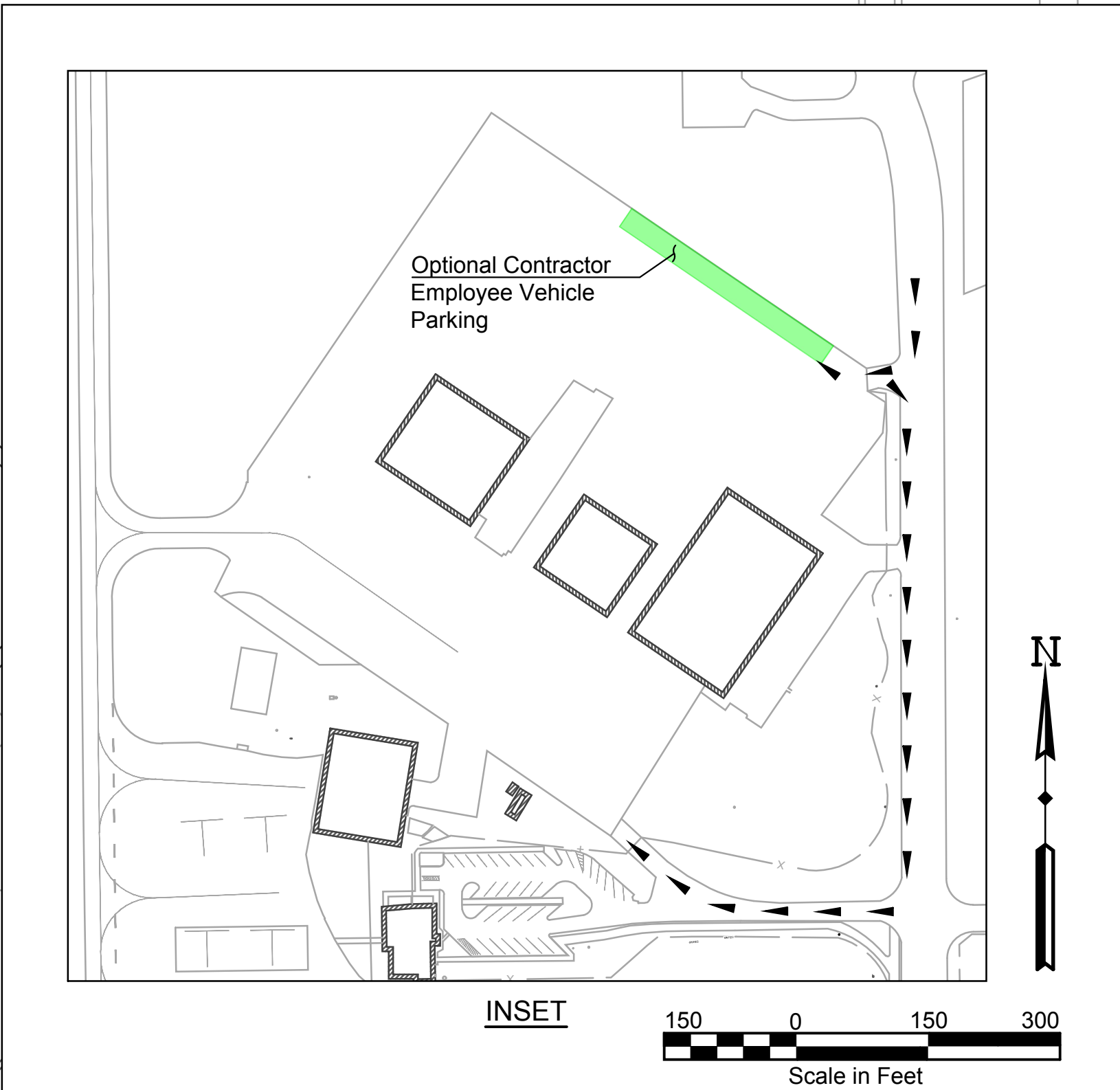
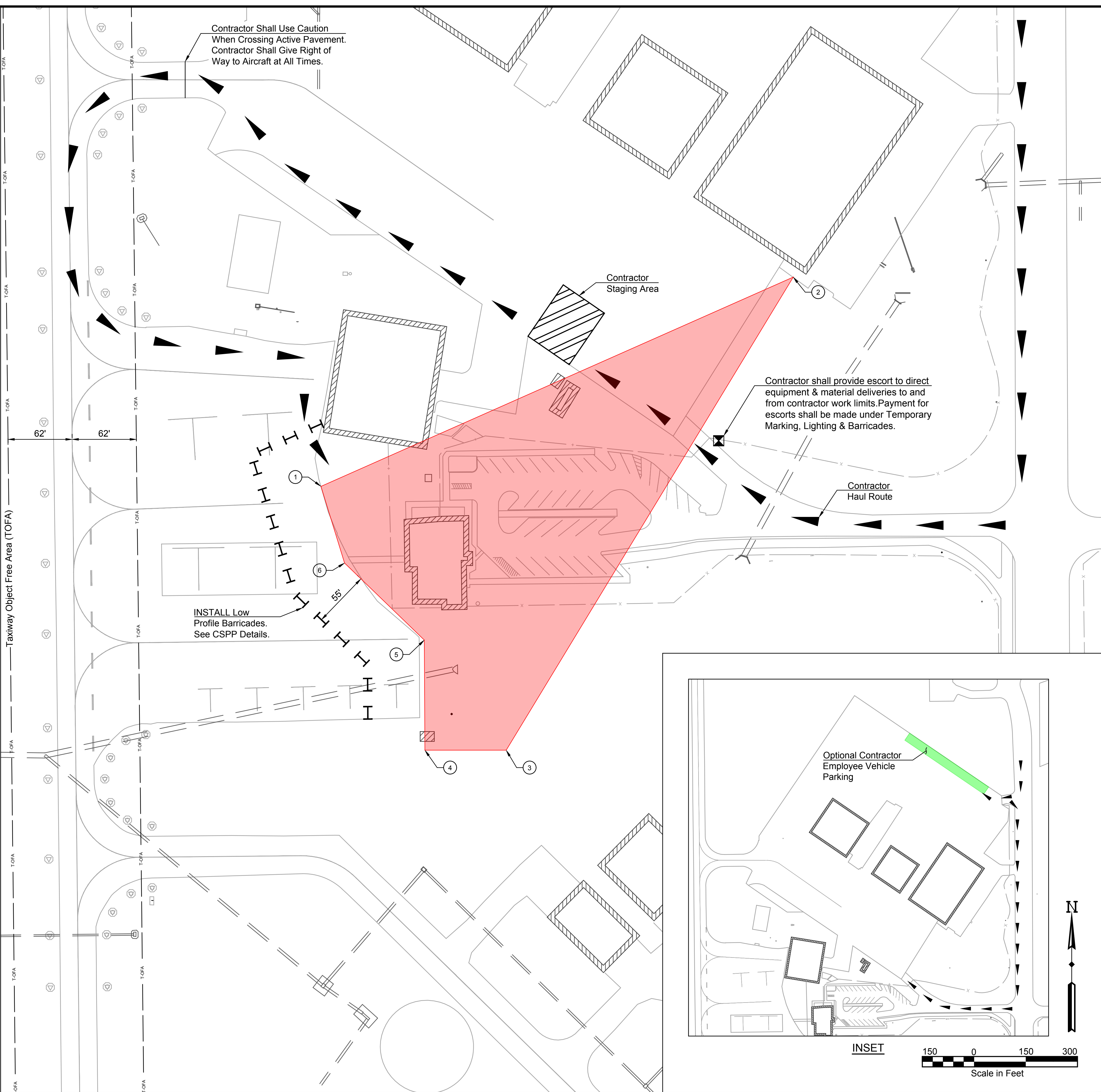
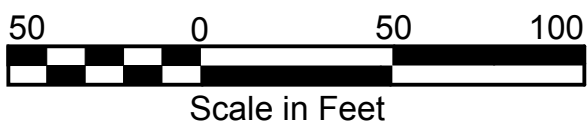
Contractor Staging Area
- 

Construction Limits
- 

Contractor Haul Route
- 

Construction Limit Coordinates
- 

Low Profile Barricade
(Symbol Does Not Denote the Number of Barricade Required)



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CITY OF SHAWNEE, OKLAHOMA

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PROJECT NO.	15710 - TO08
DRAWN BY	CZT
CHECKED BY	PJB
DESIGNED BY	RAG
REVISIONS	

CONSTRUCTION SAFETY & PHASING PLAN

Plot Style: asctb

Last Saved By: rpoach 2024/03/29

Drawing Name: I:\OKC\PRJ\000015710-08 - Temp Trailer Staging, Bidding, Utilities\01 - Project\A\E\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - CSPP.dwg Mar 29, 2024 - 3:47pm

CONSTRUCTION SAFETY AND PHASING PLAN NOTES:

1. INTRODUCTION

FAA Advisory Circular 150/5370-2G has established criteria for the development and implementation of a Construction Safety and Phasing Plan (CSPP) at the Shawnee Regional Airport (SNL). This CSPP was prepared by Lochner in coordination with the Airport Manager. This CSPP was submitted to the FAA for review and any comments are included in this document. The CSPP will be included in the contract documents and will be reviewed with potential contractors at the pre-bid conference. The Contractor is required to prepare a Safety Plan Compliance Document (SPCD) that details how the Contractor will comply with the CSPP. The SPCD shall be submitted to the Airport Manager and the Engineer to review and approve prior to issuance of a Notice-To-Proceed.

The section numbers listed in parentheses are in reference to the associated sections in FAA Advisory Circular 150/5370-2G.

2. PROJECT DESCRIPTION

The work to be completed consists of the following:

Base Bid: Site Preparation for Temporary Terminal Building.

The total construction time for this project is 30 calendar days.

3. COORDINATION (Section 2.5, AC 150/5370-2G)

The Airport Manager shall introduce the subject of airport operational safety during construction at the prebid and preconstruction conferences. The Airport Manager will notify tenants and local users of the planned construction activities including phasing and safety at the airport.

A. Contractor Progress Meetings.

Weekly progress and safety meetings shall be held with the Airport Manager, RPR and the Contractor every Monday. The CSPP and SPCD shall be standing agenda items. Airport tenants and users shall be invited to attend these meetings. Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the FAA, RPR, and airport operator.

B. Scope or Schedule Changes.

If changes to the scope of work or construction schedule are proposed, portions of this document shall be revised and submitted for approval by the FAA, Airport Manager, and the Engineer. Changes in the scope or duration at any of the project stages may require revisions to the CSPP and shall require review and approval by the FAA, Engineer, and Airport Operator.

C. FAA ATO Coordination.

No FAA owned NAVAID equipment will be affected for the duration of this project.

4. PHASING (Section 2.6)

The construction sequence for this project will be carried out in a one phase process. Phase 1 will consist of work items partially affecting the terminal apron area.

A. Phase Elements

I. Areas closed to aircraft operations.

Refer to Table 1 and CSPP drawing.

II. Duration of closures.

Refer to CSPP drawing.

III. Taxi routes.

Refer to Table 1 in Section 5 and CSPP drawing.

IV. ARFF access routes.

The Contractor shall not impede the local Police or Fire Departments access to the Airport during construction. Refer to Table 1 in Section 5 and CSPP drawing.

V. Construction staging areas.

Refer to CSPP drawing.

VI. Impacts to NAVAIDs.

Refer to Table 3 in Section 6 for specific NAVAID impacts.

VII. Lighting and marking changes.

No changes will be made the the airfield lighting

VIII. Available runway length.

No changes will be made to the length of Runway 17-35

IX. Required hazard marking and lighting.

The Contractor shall install low profile barricades acting as temporary airport visual aids to depict airfield pavements that are closed. Refer to CSPP drawing. The contractor shall follow the AOA Access procedures described in Section 7.C.

X. Lead times for required notifications.

Two (2) weeks prior to the start of construction. One (1) week prior to the start of a new phase of construction.

B. Construction Safety Drawings.

Detailed CSPP drawing is included.

5. AREA AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY (Section 2.7)

A. Operational Effect Table.

Contained within Table 1 are the anticipated operational impacts to the Shawnee Regional Airport during the course of the project. Impacts will vary based on normal operations of an area, construction phase, and duration of work. Contractor is required to coordinate with Airport Manager and the Engineer and/or the on-site representative as detailed in Section 3 and 7 of this document prior to impacting operations on the airport.

Table 1: Airport Operations Affected by Construction		
Operational Requirement	Normal	Phase 1
Runway 17-35	5,997 Length, ADG C-II	Open
Parallel Taxiway	TDG II	Open
Connecting Taxiways	TDG II	Open
Taxilane	TDG II	Open
Terminal Apron	ADG II	Partially Closed

B. Runway Safety Areas.

Contractor shall not enter into the Runway Safety Area (RSA) when the runway is open to aircraft operations. RSA dimensions are shown in Table 2 below and are depicted on the CSPP drawing.

Table 2: Runway Safety Area of Active Runways			
Runway	Aircraft Approach Category	Airplane Design Group	RSA Distance from RW Centerline
Runway 17-35	C	II	250'

C. Runway Approach Protection Area.

No construction activities are anticipated inside the approach/departure surface of Runway 17-35 while it is open to aircraft operations.

D. Identification of Affected Areas.

Refer to CSPP drawing.

E. Mitigation of Effects.

Refer to CSPP drawing and Table 1 Airport Operations Affected By Construction. Project phasing has been established so that aircraft may utilize the runway and have partial access to the apron during applicable phases.

6. NAVIGATIONAL AID (NAVAID) PROTECTION. (Section 2.8)

A. Effects of Construction to NAVAIDs.

Table 3: NAVAID Facility Impacts list the NAVAIDs at the Shawnee Regional Airport. All NAVAIDs will remain operational when Runway 17-35 is open. Planned construction activities will have no negative impacts on the functionality and serviceability of existing NAVAIDs.

Caution shall be used when working near existing NAVAIDs, light fixtures, underground electrical ducts, underground electrical cable, and any other existing airport fixtures. Should damage occur to any of these items, they will be replaced at the Contractor's expense to the satisfaction of the Engineer.

Table 3: NAVAID Facility Impacts		
Facility Type	Phase Impacted	Impact
Runway 17 MALSR	Phase 1	Facility will remain in service
Runway 17 Glideslope	Phase 1	Facility will remain in service
Runway 17 Localizer	Phase 1	Facility will remain in service
Runway 17 ILS/DME	Phase 1	Facility will remain in service
Runway 17 PAPI	Phase 1	Facility will remain in service
Runway 35 PAPI	Phase 1	Facility will remain in service

B. Coordination of NAVAID Impacts.

Not required for this project. No FAA owned NAVAIDs will be impacted.

7. CONTRACTOR ACCESS (Section 2.9)

A. Location of Stockpiled Construction Materials.

The Contractor is limited to the placement of stockpiled materials at the location shown within the CSPP drawings. Additionally, Contractor may place material stockpiles (topsoil, aggregate, etc.) at any location within the project work limits that is outside of the Object Free Area (OFA) as shown in the CSPP drawing. The Contractor will be required to submit a SF-7460-1 form to the FAA for any stockpiles or equipment that exceed 20 feet above the ground. Typical processing time for the SF-7460-1 form is 45-60 days.

I. Height Restrictions.

Stockpiles shall have height limits of 20 feet (Refer to the CSPP drawing and Section 11.E).

II. Wildlife Attractant.

Contractor shall manage stockpiles and maintain positive drainage so they do not become wildlife attractants (Refer to Section 8.B).

III. Foreign Object Debris (FOD).

Contractor shall manage stockpiles so they do not create FOD (Refer to Section 9).

IV. Marking and Lighting of Stockpiles.

Contractor will not be required to mark or light material stockpiles if under 20 feet.

B. Vehicle and Pedestrian Operations.

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Airport Operations Area. The contractor's employees and equipment must remain within the construction limits at all times. At no time shall the contractor cross into the RSA of an active runway.

C. Access to Airport Operations Area (AOA).

The airport operations area is defined as the property within the perimeter fence of the airport. Contractor access onto the AOA is limited to the entrance shown on the CSPP project sheets.

I. Construction site parking.

Contractor employee personal vehicles may not be parked or driven in the AOA except on Contractor Access Routes and Staging Areas. Employee parking areas are identified on the CSPP drawings as the contractor's staging area. Contractor vehicles and equipment are allowed inside the AOA, but confined to the project work limits. Equipment staging and parking areas are as shown in the CSPP drawing. Additionally, Contractor may park vehicles anywhere within the project work area, however vehicles must be a minimum of 250 feet from the Runway 17-35 centerline when the runway is open. Contractor will not be allowed to park within the OFA of an active Runway, Taxiway, or Taxilane.

II. Construction equipment.

Except for pavers, no crawler-type equipment will be allowed on any airport pavement surface shown to remain. Only rubber-tired vehicles under 60,000 lbs. GVWR will be allowed on airport pavement surfaces without prior Engineer approval.

The Contractor shall be responsible for repairing any areas damaged by construction vehicles and equipment. The contractor shall document the existing conditions of haul routes, staging areas, and pavements to remain by video and photo, prior to mobilizing. Video and photo documentation shall be provided to the Engineer. Repairs shall be adequate to return the damaged area to a condition equal to or better than the condition prior to construction.

III. Access and haul roads.

The CSPP drawing depicts haul routes for both overall site access from surrounding public roadways and haul routes to the individual phased work areas through the airport perimeter fence. Contractor access and hauling operations are strictly limited to the haul routes shown. Any time an existing runway, taxiway or apron pavement is traversed or crossed, the Contractor shall provide protection to the pavement. Escorts shall also be utilized for leading equipment and material delivery vehicles from the construction limits until they exit the AOA.

Prior to the Contractor entering any active pavement (taxiways, taxilanes, apron, etc.), the contractor shall announce over the CTAF the call sign of the escort vehicle (or flagger), the number of vehicles in tow, that they are entering the

active pavement, which active pavement they are entering, where the destination is, and that they will advise when clear of the active pavement. Once the contractor's personnel, equipment, and vehicles exit the active pavement, the escort vehicle (or flagger) shall announce over the CTAF that they are clear of the active pavement. The escort or flagger shall at all times monitor the radio for calls from aircraft, the airport manager, and the Engineer, and all personnel, vehicles, and equipment shall visually ensure that moving aircraft are not in the vicinity or moving along the haul route. If aircraft are in the vicinity or moving along or near the haul route, the contractor shall give the aircraft the right-of-way. Under no circumstances will aircraft traffic be allowed to be affected by the operation of construction equipment, vehicles, or personnel on open sections of the airport pavement. At all times, the contractor shall monitor the appropriate CTAF frequency for aircraft traffic as noted in Section 7.C.IX. of the CSPP

Following completion of construction, the Contractor is required to restore haul routes to original conditions. The Contractor shall be responsible for the restoration and seeding of the Contractor's storage area, access roads and haul roads. No direct payment will be made for these items.

The Contractor will be required to repair any damage to public and airport roads and pavements caused by the Contractor's trucks and equipment during the construction of the project. Repairs shall be adequate to return the roads to a condition equal to or better than the condition prior to damage. All repair work shall be at the Contractor's expense. The public roads shall be videoed in the presence of the Engineer or the on-site representative prior to construction in order to document their existing condition.

IV. Marking and lighting of vehicle.

All construction vehicles on site shall be flagged and/or have a flashing beacon at all times in accordance with AC 150/5210-5. Flashing amber beacon must be used during nighttime operations.

V. Description of proper vehicle operations.

The following rules of operation must be followed at all times when driving on the airport. Read each rule carefully and make sure you understand your responsibilities as a driver on the airport.

a. No person shall operate motorized vehicles or equipment of any kind on the airport unless in possession of a valid operator's license as required by the State for the type of vehicle being operated.

b. No person shall operate a motor vehicle or other motorized equipment of any kind on the airport in a reckless or negligent manner or without caution or in any manner that endangers or is likely to endanger persons or property, or in excess of 20 mph.

c. No person shall fail to give pedestrians and aircraft the right-of-way over vehicular traffic. All ground vehicles shall pass to the rear of taxiing aircraft and maintain a minimum separation distance of 55' from the taxiing aircraft.

d. No person under the influence of alcohol or drugs shall operate a motor vehicle on the airport.

VI. Required escorts.

Vehicle escorts or flagman are required for this project when non-lighted vehicles not equipped with airband radios cross active pavements.

VII. Training requirements for vehicle drivers.

No additional vehicle training will be required of vehicle operators that meet the requirements of CSPP Section 7.C.V and the requirements in AC 150/5370-2.

VIII. Situational awareness.

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) before crossing any area open to airport operations. If aircraft are in the vicinity of or moving along or near the haul route, the contractor shall give the aircraft the right-of-way. Under no circumstances will aircraft traffic be allowed to be affected by the operation of construction equipment, vehicles, or personnel on open sections of the airport pavement.

IX. Two-way radio communication procedures.

The Contractor shall monitor Common Traffic Advisory Frequency (CTAF) 122.700 at all times during construction and shall respond to any instructions from the Engineer and/or Airport Personnel immediately. The Contractor may utilize two way construction radios on the project provided that they do not interfere with existing Airport and FAA communication equipment and frequencies. The Contractor shall utilize CTAF 122.700 to advise air and ground traffic of their intent to cross the active pavement and when all personnel and equipment are clear of the active pavement. Aircraft shall always be given the right-of-way.

X. Maintenance of the secured area of the airport.

Except when moving materials, equipment, or personnel through the airport perimeter fence, the Contractor shall keep the access gates closed. The access gates shall be locked during non-working hours.

8. WILDLIFE MANAGEMENT (Section 2.10)

A. Trash.

All trash and food waste must be collected each day from construction personnel activities and removed off airport property.

B. Standing Water.

All grading operations shall maintain positive drainage so as not to create ponding or other wildlife attractants. The Contractor is responsible for correcting any area where grading operations create ponding water.

C. Tall Grass and Seeds.

The Contractor will be required to establish a uniform stand of grass on all disturbed areas resulting from construction activities. The airport maintenance personnel shall be responsible for mowing the airfield.

D. Poorly Maintained Fencing and Gates.

If any existing fence and/or gate is damaged during construction the Contractor shall repair it immediately at the Contractor's expense to the satisfaction of the Engineer.

E. Disruption of Existing Wildlife Habitat.

No existing wildlife habitat will be impacted by the construction activities associated with this project.

9. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT (Section 2.11)

The Contractor shall keep the project area free from loose or blowable debris at all times. This work shall be considered subsidiary to other items in the contract. All pavements used by the Contractor shall be kept free of debris and thoroughly cleaned by the Contractor.

Lochner

6301 Waterford Blvd.
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P 405.748.6651
www.hwlochner.com

CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

PROJECT NO. 15710 - TO08

DRAWN BY CJZT DATE 01-08-2024

CHECKED BY PJB DATE 03-29-2024

DESIGNED BY RAG DATE 01-08-2024

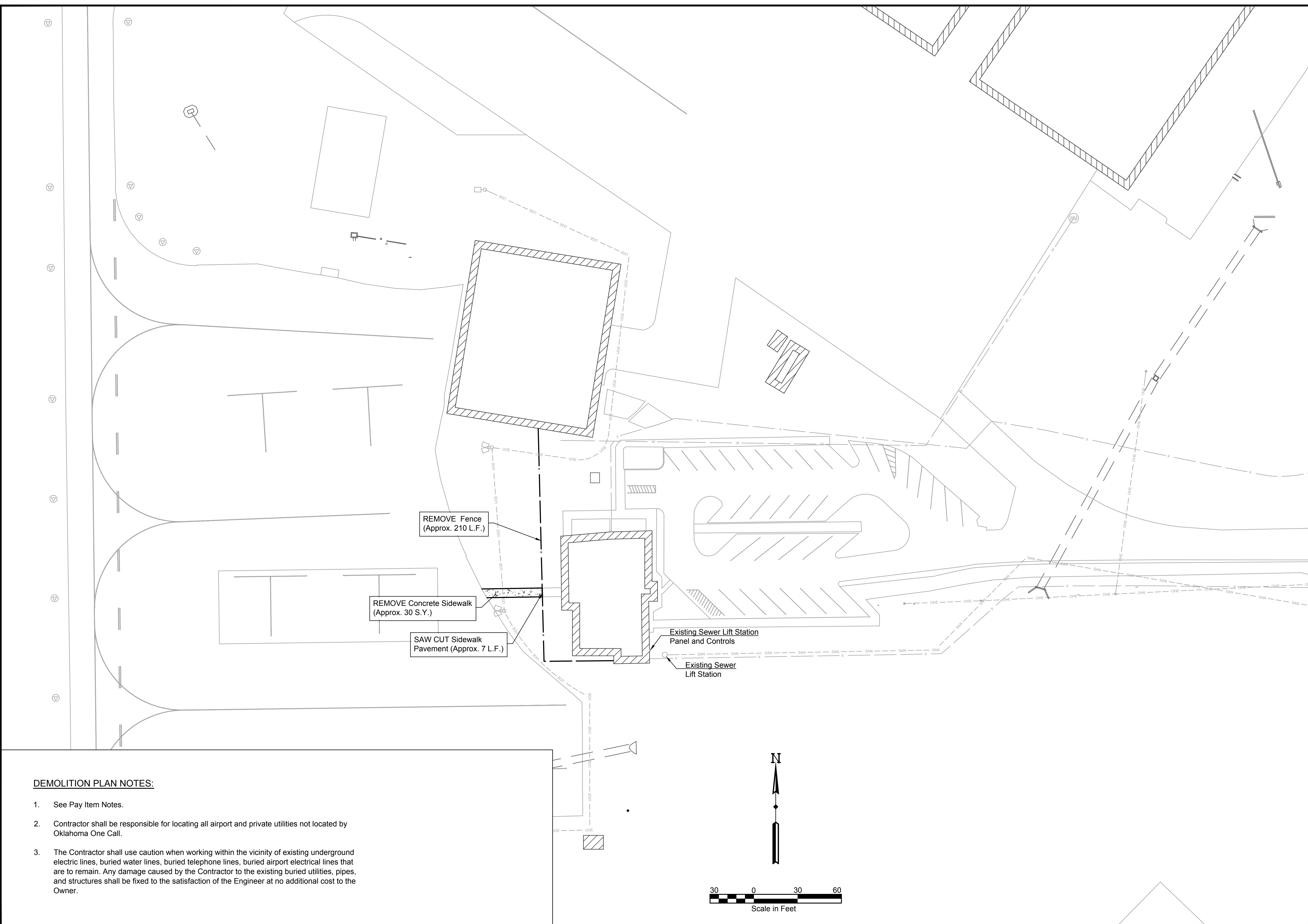
REVISIONS

CONSTRUCTION SAFETY & PHASING PLAN NOTES

4

Page 589 of 848

Drawing Name: I:\OKC\PRJ\00001571008 - Temp Trailer Siting, Bidding, Utilities01 - Project\AE\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - DEMO.dwg Mar 29, 2024 - 3:47pm
Last Saved By: clucker 2024/03/28
Plot Style: ae.ctb



DEMOLITION PLAN NOTES:

1. See Pay Item Notes.
2. Contractor shall be responsible for locating all airport and private utilities not located by Oklahoma One Call.
3. The Contractor shall use caution when working within the vicinity of existing underground electric lines, buried water lines, buried telephone lines, buried airport electrical lines that are to remain. Any damage caused by the Contractor to the existing buried utilities, pipes, and structures shall be fixed to the satisfaction of the Engineer at no additional cost to the Owner.



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CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

PROJECT NO. 15710 - TO08	
DRAWN BY CZT	DATE 01-08-2024
CHECKED BY PJB	DATE 03-29-2024
DESIGNED BY RAG	DATE 01-08-2024
REVISIONS	DATE
DEMOLITION PLAN	
6	

Page 591 of 848

Drawing Name: I:\OKC\PRJ\00001571008 - Temp Trailer Siting, Bidding, Utilities\01 - Project\A\03 - ACAD\PRODUCTION DRAWINGS\15710-TO08 - SITE PLAN.dwg, Mar 29, 2024 - 3:48pm
Last Saved By: rpoach, 2024/03/29
Plot Style: ae.ctb

LEGEND:

- 1

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Keynote Label
- ①

→

Point Label

SITE PLAN KEYNOTES:

- 1

INSTALL Gravel Pad. See Typical Section This Sheet.
- 2

INSTALL Appropriately Sized Sanitary Sewer Service Line .
- 3

CONNECT Sanitary Sewer Service Line to Existing Sanitary Sewer Lift Station/Grinder Pump with Necessary Fittings. Contractor to Field Verify the Flowlines.
- 4

CONNECT Sanitary Sewer Service Line to Building Connection Point with Necessary Fittings.
- 5

INSTALL Appropriately Sized Domestic Water Service Line.
- 6

CONNECT Domestic Water Service Line to Building Connection Point with Necessary Fitting.
- 7

CONNECT Domestic Water Service Line to Existing Water Line with Necessary Fittings. Contractor to Verify Connection Location and Adjust Routing of Proposed Domestic Water Service Line if Required. Contractor to Coordinate with City Water Department for Connection.
- 8

INSTALL Appropriately Sized Temporary Terminal Electrical Service Cable and Conduit.
- 9

CONNECT Electrical Service Line to 200A Panel w/ 150A Main.
- 10

INSTALL Meter Base and Coordinate with the Utility Company for the Installation of the Meter.
- 11

CONNECT Electrical Service Line to Electrical Meter. Coordinate Connection to Electrical Service with Utility Company.
- 12

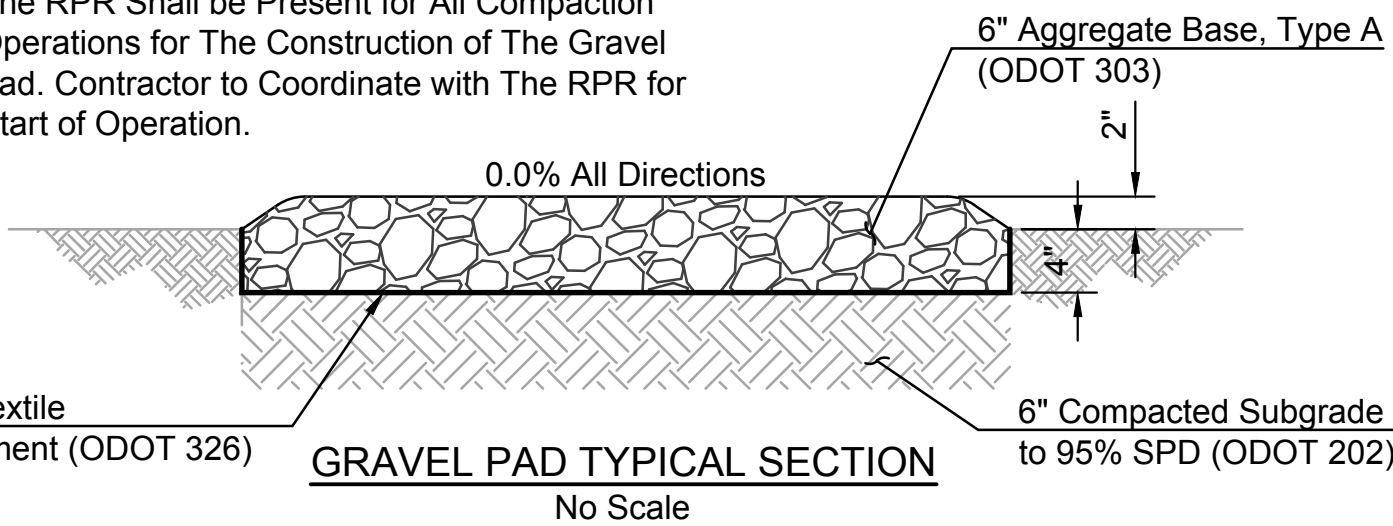
INSTALL Unistrut Structure and RELOCATE Existing Sewer Lift Station Panel and Controls on New Unistrut Structure and Make Appropriate Connections/Modifications.
- 13

INSTALL Appropriately Sized Lift Station Electrical Service Cable and Conduit.
- 14

CONNECT Lift Station Electrical Service to Existing Vault Panel.

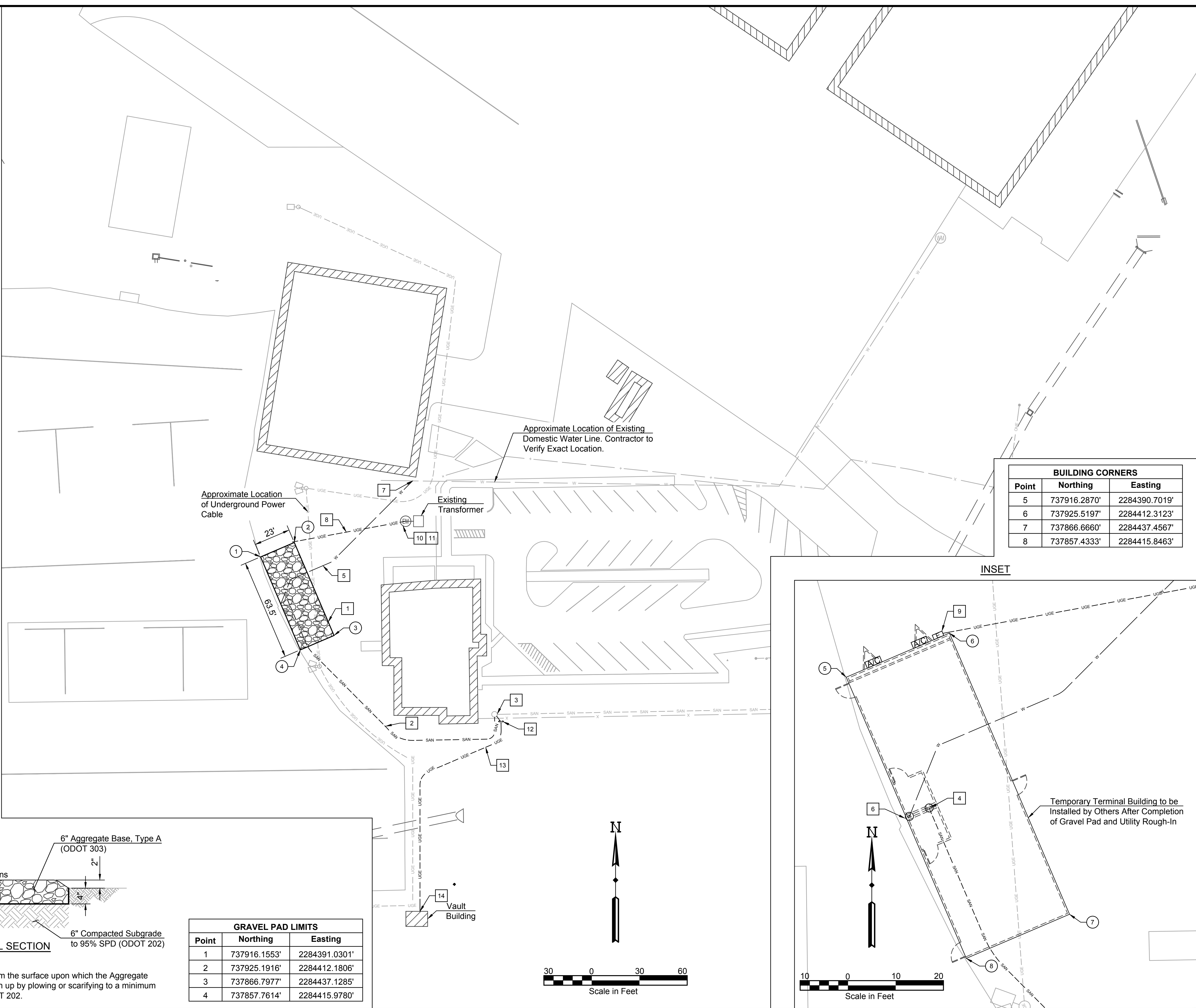
Note:

1. All Utilities Shown Shall be Installed to Meet All Federal, State and Local Laws, Codes and Standards.
2. Contractor Shall Verify Final Utility Connection Locations on the Temporary Terminal Building.
3. See Pay Item Notes for Additional Details.
4. Sewer and Water Utility Connections at the Temporary Terminal Building Locations Shall be Adequately Protected to Prevent Freezing.
5. Area Between Existing Terminal Building and Gravel Pad Shall be Graded to Maintain Positive Drainage Away from All Buildings. Contractor to Provide Fill Material as Needed. This Work Shall be Subsidiary to Items Bid.
6. The RPR Shall be Present for All Compaction Operations for The Construction of The Gravel Pad. Contractor to Coordinate with The RPR for Start of Operation.



Note: All sod and vegetative matter shall be removed from the surface upon which the Aggregate Base is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 4 inches and shall then be compacted per ODOT 202.

GRAVEL PAD LIMITS		
Point	Northing	Easting
1	737916.1553'	2284391.0301'
2	737925.1916'	2284412.1806'
3	737866.7977'	2284437.1285'
4	737857.7614'	2284415.9780'



BUILDING CORNERS		
Point	Northing	Easting
5	737916.2870'	2284390.7019'
6	737925.5197'	2284412.3123'
7	737866.6660'	2284437.4567'
8	737857.4333'	2284415.8463'



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CITY OF SHAWNEE, OKLAHOMA

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SHAWNEE, OKLAHOMA

PROJECT NO.	15710 - TO08
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REVISIONS	

SITE PLAN

7

CONTRACT DOCUMENTS/ SPECIFICATIONS FOR

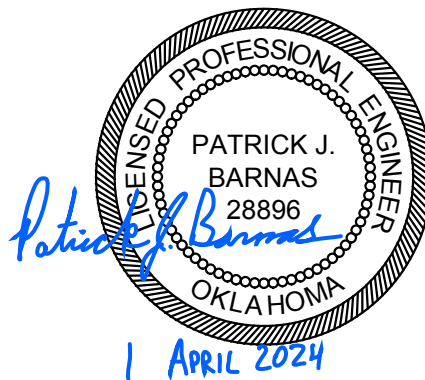
SHAWNEE REGIONAL AIRPORT

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710–TO08

Base Bid:

Site Preparation for Temporary Terminal Building



APRIL 2024

Shawnee, Oklahoma



TABLE OF CONTENTS

SECTION 1

NOTICE TO BIDDERS	1-1 TO 1-5
-------------------------	------------

SECTION 2

INSTRUCTIONS TO BIDDERS	2-1 TO 2-8
-------------------------------	------------

SECTION 3

GENERAL PROVISIONS	3-1 TO 3-52
--------------------------	-------------

SECTION 4

SUPPLEMENTARY PROVISIONS	4-1 TO 4-52
- FEDERAL PROVISIONS	
- LOCAL PROVISIONS	
- DBE PROGRAM, 49 CFR PART 26	
- DEPARTMENT OF LABOR WAGE RATE DETERMINATION	

SECTION 5

TEMP – TEMPORARY MARKING, LIGHTING & BARRICADES	5-1 TO 5-2
---	------------

SECTION 6

C-105 – MOBILIZATION	6-1 TO 6-2
----------------------------	------------

SECTION 7

ODOT – OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT)	
PAY ITEMS.....	7-1 TO 7-2

APPENDIX

ADVISORY CIRCULARS:

150/5370-2 – OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

PROPOSAL/FORMS

PROPOSAL FORM.....	PF-1 to PF-7
DBE FORMS	DBE-1 to DBE-4
BUY AMERICAN CERTIFICATION.....	BA-1 to BA-2
BUSINESS RELATIONSHIPS AFFIDAVIT	BR-1 to BR-2
NON-COLLUSION STATEMENT	NC-1
CITY OF SHAWNEE SMALL BUSINESS PROGRAM.....	SB-1 to SB-4
PERFORMANCE BOND	PB-1 to PB-3
PAYMENT BOND	PA-1 to PA-3
MAINTENANCE BOND	MB-1 to MB-2
CONTRACT AGREEMENT	CA-1 to CA-5

SECTION 1

NOTICE TO BIDDERS

THE CITY OF SHAWNEE, OKLAHOMA

SHAWNEE REGIONAL AIRPORT

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1 LOCHNER PROJECT NO. 15710-TO08

Sealed bids subject to the conditions and provisions presented herein will be received until **1:30 pm local time, Wednesday, April 24, 2024, at the City Clerk's office, 16 W 9th St., Shawnee, OK 74801**, and then publicly opened and read in the **City Commission Chambers**, for furnishing all labor, materials and equipment and performing all work necessary to:

Base Bid: Site Preparation for Temporary Terminal Building

Plans and Specifications are on file and may be examined at the office of the **City Clerk, 16 West 9th St., Shawnee, Oklahoma 74801**, and at the office of the Consulting Engineers, H.W. Lochner, Inc., 6301 Waterford Blvd., Ste. 310, Oklahoma City, OK 73118. Questions concerning the Plans and Specifications for this project should be directed to [**okcbids@hwlochner.com**](mailto:okcbids@hwlochner.com) at H.W. Lochner's Office in Oklahoma City, Oklahoma.

A complete set of bid documents may be obtained from the Consulting Engineer, **Lochner**, by emailing [**okcbids@hwlochner.com**](mailto:okcbids@hwlochner.com) and requesting a set for a fee of (\$20.) **None of the charge will be refunded.** Bid documents will be provided electronically in Adobe Acrobat® PDF format accessible with Adobe Reader®. The bidder will be responsible for acquiring, copying and distributing bidding documents (plans and specifications) necessary to bid and construct the project. Lochner will not provide hard copies of the document.

All bidders submitting a bid **must** obtain an electronic set of bidding documents from Lochner to submit a valid bid. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. When the bidder purchases a set of bid documents, the bidder will be placed on the plan holder's list which is necessary to supply bidders of any addenda that may be issued for the project. When orders for a set of bid documents are received, a link from which the documents can be downloaded will be emailed to the bidder. The bidder will be responsible for downloading, printing and distributing the documents to suppliers and subcontractors.

A pre-bid conference for this project will be held at **11:00 am local time on Thursday, April 11, 2024, at the City Commission Chambers, 16 W 9th St., Shawnee, OK 74801** with an airport site visit to immediately follow. This will be the only opportunity provided for a site visit.

Contract Work Items: This project will involve the following work items and estimated quantities. Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to change.

ITEM NO.	SPEC.	ITEM DESCRIPTION	QTY.	UNIT
BASE BID				
SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING				
1	TEMP	Temporary Marking, Lighting & Barricades	1	L.S.
2	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.
3	ODOT	Site Demolition	1	L.S.
4	ODOT	Gravel Pad	163	S.Y.
5	--	Installation & Connections of Electrical Utility for Building	1	L.S.
6	--	Installation & Connections of Water Utility	1	L.S.
7	--	Installation & Connections of Sewer Utility	1	L.S.
8	--	Installation & Connections of Electrical Utility for Sewer	1	L.S.

Contract Time

The owner has established a contract performance time of **thirty (30) calendar days for Base Bid** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual in the Proposal Section.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to **the City of Shawnee, Oklahoma**.

Bonding Requirements

The successful bidder will be required to furnish separate performance, payment, and maintenance bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Shawnee, Oklahoma** for a period not to exceed **ninety (90) calendar days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the **City of Shawnee, Oklahoma** may require, to reject any and all bids and to waive any informality in the bids received.

Federal Provisions

This project is subject, but not limited, to the following Federal provisions, statutes and regulations. Reference Section 4 Supplementary Provisions for a complete list of applicable provisions.

Equal Opportunity Clause and Specifications – Reference 41 CFR § 60-1.4, Executive Order 11246: The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Affirmative Action Requirement – Reference 41 CFR part 60-4, Executive Order 11246:

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the Supplementary Provisions.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade: **10.2%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Oklahoma, Pottawatomie County, City of Shawnee, Shawnee Regional Airport.**

Nonsegregated Facilities Requirement – Reference 41 CFR § 60-1.8:
Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Disadvantaged Business Enterprise – Reference 49 CFR Part 26: The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of 0.00% percent participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal. **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**

Davis-Bacon Requirements – Reference 2 CFR § 200 Appendix II(D): The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment and Suspension (Non-Procurement) – Reference 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility: By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Trade Restriction – Reference 49 CFR Part 30: The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Buy American Preference – Reference 49 USC § 50101:

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Additional Provisions

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The Proposal must be made on the forms provided within the electronic project manual issued by Lochner. Any proposal submitted that was obtained from an outside source other than Lochner will be considered an irregular proposal and will be eligible for rejection. Bidders must supply all required information prior to the time of the bid opening.

Submittal of Proposals

Additional information and instructions for submittal of a proposal are provided within the Instructions-to-Bidders.

SECTION 2

INSTRUCTIONS TO BIDDERS

Owner and Owner's Representative

The Owner as stated herein refers to the following agency: **City of Shawnee, Oklahoma**

The Owner's authorized representative as stated herein refers to the Owner's Consultant, H.W. Lochner, Inc., herein referred to as Engineer with offices at 6301 Waterford Blvd., Suite 310, Oklahoma City, Oklahoma 73118, Telephone (405) 418-6651.

Bidder Representations

By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

Bid Documents/Project Manual

The bid documents are comprised of the following; Notice-to-Bidders, Instructions-to-Bidders, General Provisions, Supplementary Provisions, Technical Specifications, Project Drawings, Proposal Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder.

Those individual elements of the Contract Documents that issued electronically shall also be referred to as the Project Manual. No part of the project manual may be removed or detached.

Prospective Bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

Modifications to Project Documents

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders.

Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Errors and Discrepancies in Project Documents

Should the Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, the Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A Bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.

Interpretations of Estimated Proposal Quantities

An estimate of quantities of work to be done and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities. The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the general provisions without in any way invalidating the unit bid prices.

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that the Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

Issuance of Proposal Forms

The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should the

Bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective Bidder.
- c. Contractor default under previous contracts with the owner
- d. Unsatisfactory work on previous contracts with the owner

Form of Proposal

All bid proposals shall be made on the forms provided by the Owner within the **electronic** project manual. No Bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the Bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

Signature of Proposal

The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

Modification or Withdrawal of Bid Proposal

Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

Bid Guaranty

Each bid proposal shall be accompanied by a bid guaranty in the amount of five percent (5%) of the total amount of the bid. The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of **Oklahoma**. A certified check shall be issued from a responsible and solvent bank or trust company.

Disadvantage Business Enterprise (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The Owner has established a DBE contract goal of **0.00%** for this contract. Award of this contract will be conditioned upon satisfying the requirements of this section. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract **the aforementioned DBE percentage(s)** of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26. These requirements apply to all Bidders/Offerors, including those who qualify as a Disadvantaged Business Enterprise. Per the provisions of Federal Regulation 29 CFR Part 26.55, qualified DBE firms that subcontract work to a non-DBE firm shall deduct the amount of the non-DBE subcontract from the total amount of the DBE participation that counts toward meeting the Owner's DBE participation goal. **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**

All Bidders shall submit the following information with their proposal on the forms provided in the project manual:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Evidence of good faith efforts undertaken by the Bidder, as described in appendix A to 49 CFR Part 26.

Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit in and as part of its bid, written documentation and evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

- (1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.
- (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.
- (3) Efforts to negotiate with DBE's for specific items of work including:
 - (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
 - (b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
 - (c) Individual statements as to why agreements with DBE's were not reached; and
 - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
- (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
- (5) Documentation that qualified DBE's are not available or not interested.

- (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.
- (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
- (2) A reasonable DBE bid was rejected based on price.
- (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
- (4) Union versus non-union status of the DBE firm.
- (5) The prime contractor would normally perform all or most of the work included in this contract.
- (6) The prime contractor solicited DBE participation by mail only.

The successful Bidder will be required to provide written confirmation from the participating DBE firms verifying their intent to participate as in the project. This written confirmation shall be submitted **within three (3) working days following the bid opening.**

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

Alternate Bids

The Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a proposal.

Submission of Bid Proposal

Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified as follows:

City Clerk
City of Shawnee, Oklahoma
16 West 9th Street
Shawnee, OK 74801

The upper left hand corner of the envelope shall be marked as follows:

SEALED BID PROPOSAL

Bid of {Name of Contractor}

for construction improvements at the **Shawnee Regional Airport**

City of Shawnee Bid No. B2024-EM-20230419-05-1

Lochner Project No. 15710-TO08

To be opened at: **1:30 pm local time, Wednesday, April 24, 2024**

For a modification to a previously submitted proposal, insert “MODIFICATION TO PROPOSAL” in place of “SEALED BID PROPOSAL”.

Bid Opening

All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner’s representative. Bidders, their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Proposals

Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids. The Owner’s representative will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner’s judgment best serves the Owner’s interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

Irregular Proposals

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the Owner or Owner’s representative.
2. If the form furnished by the Owner or Owner’s representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the proposal contains unit prices that are obviously unbalanced.
6. If the proposal is not accompanied by the bid guarantee specified herein.

Disqualification of Bid Proposals

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- Evidence of collusion among Bidders.

Cancellation of Award

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive proposal. The successful Bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

Award of Alternates

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible Bidders will be retained for a period pending the execution of the contract documents by the successful Bidder.

Except as noted above, the bid guaranty of unsuccessful Bidders will be returned at the point their proposal is rejected.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within **fifteen (15)** calendar days of the date of the Notice-of-Award. Failure to execute the

contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

Performance, Payment, and Maintenance Bonds

The successful Bidder shall furnish separate performance, payment, and maintenance bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner simultaneously with the delivery of the executed contract. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.

Approval of the Contract

Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

State Sales Tax on Materials and Supplies Purchased for Use on This Project

Prior to procurement of equipment and upon the request of the Contractor, the City of Shawnee, Oklahoma will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes.

SECTION 3

PART 1 – GENERAL PROVISIONS

INDEX TO GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01	Advertisement (Notice to Bidders)
20-02	Qualification of bidders
20-03	Contents of proposal forms
20-04	Issuance of proposal forms
20-05	Interpretation of estimated proposal quantities
20-06	Examination of plans, specifications, and site
20-07	Preparation of proposal
20-08	Responsive and responsible bidder
20-09	Irregular proposals
20-10	Bid guarantee
20-11	Delivery of proposal
20-12	Withdrawal or revision of proposals
20-13	Public opening of proposals
20-14	Disqualification of bidders
20-15	Discrepancies and Omissions

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01	Consideration of proposals
30-02	Award of contract
30-03	Cancellation of award
30-04	Return of proposal guaranty
30-05	Requirements of contract bonds
30-06	Execution of contract
30-07	Approval of contract
30-08	Failure to execute contract

SECTION 40 SCOPE OF WORK

40-01	Intent of contract
40-02	Alteration of work and quantities
40-03	Omitted items
40-04	Extra work
40-05	Maintenance of traffic
40-06	Removal of existing structures
40-07	Rights in and use of materials found in the work
40-08	Final cleanup

SECTION 50

CONTROL OF WORK

- 50-01 Authority of the Resident Project Representative (RPR)
- 50-02 Conformity with plans and specifications
- 50-03 Coordination of contract, plans, and specifications
- 50-04 List of Special Provisions
- 50-05 Cooperation of Contractor
- 50-06 Cooperation between Contractors
- 50-07 Construction layout and stakes
- 50-08 Authority and duties of Quality Assurance (QA) Inspectors
- 50-09 Inspection of the work
- 50-10 Removal of unacceptable and unauthorized work
- 50-11 Load restrictions
- 50-12 Maintenance during construction
- 50-13 Failure to maintain the work
- 50-14 Partial acceptance
- 50-15 Final acceptance
- 50-16 Claims for adjustment and disputes

SECTION 60

CONTROL OF MATERIALS

- 60-01 Source of supply and quality requirements
- 60-02 Samples, tests, and cited specifications
- 60-03 Certification of compliance/analysis (COC/COA)
- 60-04 Plant inspection
- 60-05 Engineer/Resident Project Representative (RPR) field office
- 60-06 Storage of materials
- 60-07 Unacceptable materials
- 60-08 Owner furnished materials

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

- 70-01 Laws to be observed
- 70-02 Permits, licenses, and taxes
- 70-03 Patented devices, materials, and processes
- 70-04 Restoration of surfaces disturbed by others
- 70-05 Federal aid participation
- 70-06 Sanitary, health, and safety provisions
- 70-07 Public convenience and safety
- 70-08 Construction Safety and Phasing Plan (CSPP)
- 70-09 Use of explosives
- 70-10 Protection and restoration of property and landscape
- 70-11 Responsibility for damage claims
- 70-12 Third party beneficiary clause
- 70-13 Opening sections of the work to traffic
- 70-14 Contractor's responsibility for work
- 70-15 Contractor's responsibility for utility service and facilities of others
- 70-16 Furnishing rights-of-way
- 70-17 Personal liability of public officials
- 70-18 No waiver of legal rights

70-19	Environmental protection
70-20	Archaeological and historical findings
70-21	Insurance Requirements

SECTION 80 EXECUTION AND PROGRESS

80-01	Subletting of contract
80-02	Notice to proceed (NTP)
80-03	Execution and progress
80-04	Limitations of operations
80-05	Character of workers, methods, and equipment
80-06	Temporary suspension of the work
80-07	Determination and extension of contract time
80-08	Failure to complete on time
80-09	Default and termination of contract
80-10	Termination for national emergencies
80-11	Work area, storage area and sequence of operations

SECTION 90 MEASUREMENT AND PAYMENT

90-01	Measurement of quantities
90-02	Scope of payment
90-03	Compensation for altered quantities
90-04	Payment for omitted items
90-05	Payment for extra work
90-06	Partial payments
90-07	Payment for materials on hand
90-08	Payment of withheld funds
90-09	Acceptance and final payment
90-10	Construction warranty
90-11	Contractor Final Project Documentation

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Part 1 – General Contract Provisions

SECTION 10

DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of

Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Shawnee, Oklahoma.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work

Paragraph Number	Term	Definition
		and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the

Paragraph Number	Term	Definition
		contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See

Paragraph Number	Term	Definition
		the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). See Notice to Bidders (Section 1) and Instructions to Bidders (Section 2)

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to ten (10%) percent of the total project cost.

A prebid conference will be held for this project to discuss as a minimum, the following items: material requirements; submittals; the construction safety and phasing plan including airport access and staging areas. See Notice to Bidders for prebid conference requirements, time, date and location.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for the receipt of all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner **by email** before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within the timeframe as specified in the Notice to Bidders (Section 1)

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **fifteen (15)** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance

with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. **Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.**

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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SECTION 50

CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. None

50-05 Cooperation of Contractor. The Contractor shall be supplied with an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades,

alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil3D 2020.dwg File.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such

inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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SECTION 60

CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work.

Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all necessary QC and acceptance tests in accordance with specifications.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None**.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) see **plan sheet list table for pages**.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

All Utilities	Oklahoma One Call	1-800-522-OKIE
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FAA Utilities	FAA SSC Point of Contact	405-686-6024
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All utilities within the work limits not located by One Call shall be located by the Contractor at the contractor's expense prior to beginning work.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport **manager** and engineer a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Section 4.

END OF SECTION 70

SECTION 80

EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **twenty-five (25)** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to the pre-construction conference. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least **48 hours** in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least **ten (10) days** prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least **48 hours** in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least **72 hours** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: **See CSPP Plan Sheet.**

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for

normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Phase	Liquidated Damages Cost	Allowed Construction Time
1	\$1,000/Calendar Days	30 Calendar Days

The maximum construction time allowed is **thirty (30) calendar days for Base Bid**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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SECTION 90

MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using **United States Customary Units of Measurement**.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

Term	Description
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests until the project is fifty percent (50%) complete. The retainage shall be two and a half percent (2.5%) of the amount payable past fifty percent (50%) of the work. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. **However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.**

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within **seven (7)** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **fourteen (14)** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all

warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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SECTION 4

SUPPLEMENTARY PROVISIONS

These Supplementary Provisions amend and/or supplement the General Provisions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

PART A: FEDERAL PROVISIONS

REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid *whether or not* the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term *contract* includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

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SUPPLEMENTARY PROVISIONS

**PART A - FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION
AND EQUIPMENT CONTRACTS**

APPLICATION OF REFERENCES

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE PRIME CONTRACTOR. ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONTRACTORS UNDER CONTRACT WITH THE PRIME CONTRACTOR OR A SUBCONTRACTOR.

ALL REFERENCES MADE HEREIN TO "CONSULTANT" SHALL PERTAIN TO ARCHITECT/ENGINEER (A/E) UNDER CONTRACT WITH THE SPONSOR. ALL REFERENCES MADE HEREIN TO "SUBCONSULTANT" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE PRIME CONTRACTOR AND/OR THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS 3

BUY AMERICAN PREFERENCE 3

CIVIL RIGHTS – GENERAL 4

CIVIL RIGHTS – TITLE VI ASSURANCE 4

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)..... 7

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 7

RIGHT TO INVENTIONS..... 7

SEISMIC SAFETY..... 7

TAX DELINQUENCY AND FELONY CONVICTIONS 8

TRADE RESTRICTION CERTIFICATION..... 8

VETERAN’S PREFERENCE 9

DOMESTIC PREFERENCES FOR PROCUREMENTS..... 9

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

COPELAND "ANTI-KICKBACK" ACT	10
DAVIS-BACON REQUIREMENTS	10

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

AFFIRMATIVE ACTION REQUIREMENT	17
DISTRACTED DRIVING.....	18
EQUAL EMPLOYMENT OPPORTUNITY (EEO)	18
PROHIBITION OF SEGREGATED FACILITIES	24
PROCUREMENT OF RECOVERED MATERIALS	24
TERMINATION OF CONTRACT	25

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION	28
--------------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS	29
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES	30

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL	31
---	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS	32
DISADVANTAGED BUSINESS ENTERPRISE.....	32

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101
Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*
Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when

submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DOMESTIC PREFERENCES FOR PROCUREMENTS

Reference: 2 CFR § 200.322
2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

COPELAND "ANTI-KICKBACK" ACT

Reference: 2 CFR Part 200, Appendix II(D)
29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(D)
29 CFR Part 5
49 USC § 47112(b)
40 USC §§ 3141-3144, 3146, and 3147

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) thru (D)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) thru (D)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually

identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further

payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees

Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be

paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors)

and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

AFFIRMATIVE ACTION REQUIREMENT

Reference: 41 CFR Part 60-4
Executive Order 11246

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:	Goal:
Goals for minority participation for each trade:	10.2%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is:

State	County	City
Oklahoma	Pottawatomie	Shawnee

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

- d. "Minority" includes:
- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;

by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep

records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

Reference: 2 CFR § 200.323
2 CFR Part 200, Appendix II(J)
40 CFR Part 247
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Cause (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

Termination for Cause (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with

the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees

further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

PART B: STATE PROVISIONS

NOT USED

PART C: LOCAL PROVISIONS

GENERAL DESCRIPTION. These Supplementary Provisions with the accompanying Plans, Specifications and related documents as hereinafter listed cover the requirements of the Owner for construction of various improvements to the **Shawnee Regional Airport**. The airport is located **2 miles Northwest of Shawnee, Oklahoma**. The work consists of:

Base Bid: Site Preparation for Temporary Terminal Building

CONTRACT SPECIFICATIONS. The Specifications which are bound herewith and which shall govern the materials furnished and the work to be performed in construction of the work under the Contract based thereon, are identified and indexed in the Table of Contents at the beginning of this volume of the Contract Documents.

COPIES OF PLANS AND SPECIFICATIONS. The Contractor will be furnished without cost to him **one electronic** copy of all Specifications and Plans, together with any and all addenda thereto. The Contractor **shall be responsible for printing and distributing Specifications and Plans to employees, subcontractors, and suppliers**, and the Contractor shall keep a minimum of one copy of all such Specifications and Plans constantly accessible on the work.

LIQUIDATED DAMAGES. Should the Contractor fail to complete the work within the required number of calendar days, or within such extra time as may have been allowed by extension, the Owner will deduct from any monies due or coming due the Contractor, the amount indicated in the Proposal for each calendar day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor for reasons of inconvenience to the public, added cost of engineering, administration, supervision, inspection and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

DEFENSE OF SUITS. In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, or decrees whatever arising out of such action or suit that may be brought as aforesaid.

INSURANCE. The Contractor shall secure, and maintain throughout the duration of this Contract, insurance of such types and in such amounts as may be necessary to protect himself against all hazards or risks of loss as hereinafter designated and specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but, regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain such coverage shall not relieve him of any contractual responsibility or obligation.

a. If a part of the Contract work is to be sublet, the Contractor shall:

(1) Cover any and all subcontractors in his insurance policies, or

(2) Require each subcontractor not so covered to secure insurance which will protect said subcontractor against all applicable hazards or risks of loss designated herein.

b. Satisfactory certificates of insurance shall be filed *by the Contractor and all Subcontractors* with the Owner prior to starting any construction work for or in connection with this Contract. Said certificates shall state that ten (10) day's written notice will be given the Owner before any policy covered thereby is changed or canceled.

c. Workmen's Compensation and Employers' Liability Insurance. This insurance shall protect the Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in work performed under this Contract. It shall also protect the Contractor against claims for injury to, disease or death of workmen engaged in work under this Contract which, for any reason, may not fall within the provisions of the Workmen's Compensation Act.

Workmen's Compensation Statutory	
Employers' Liability	\$100,000 (each accident) \$500,000 (disease-policy limit) \$100,000 (disease-each employee)

d. Comprehensive General Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractor, in connection with the operation or performance of the work for and in connection with this Contract. In addition, this general liability insurance policy shall specifically insure the contractual liability of the Contractor assumed under the foregoing Paragraph, "Defense of Suits".

The property damage liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

Liability limits for general liability insurance coverage under this policy shall be not less than the following:

Bodily Injury	\$500,000 (personal & advertising injury) \$500,000 (each occurrence) \$5,000 (medical expense, any one person)
Property Damage	\$500,000 (products-comp/ops aggregate) \$500,000 (general aggregate) \$50,000 (fire damage)

e. Comprehensive Automobile Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims for injuries to members of the public and damage to property of others arising from the use of automobiles and trucks in connection with the performance of work under this Contract, and shall cover the operation on or off the site of the work of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired by the Contractor. The policy shall include an "all states" endorsement.

Liability limits for automobile liability insurance coverage under this policy shall be not less than the following:

Combined Single Limit

\$500,000 each person

GENERAL GUARANTY. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of the acceptance of the repair work.

EXTENSION OF CONTRACT TIME. The Contractor is requested to bring to the attention of the Engineer, by letter, during the progress of the work, the occurrence of events which the Contractor considers may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not hypothetical days of delay will be considered. The owner shall have authority to grant additional extensions of time as they may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the Contractor on any estimate until such a program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up, and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the Contractor after such request is made until a modified program has been provided by the Contractor and approved by the Engineer. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contractor.

Should the Contractor fail to complete the work on the required calendar date as stipulated in the Proposal or within such extra time as may have been allowed by extension, the Engineer will deduct from any monies due or coming due the Contractor, the amount stipulated in the Proposal of said extension of same that the work shall remain uncompleted. This sum shall be considered and treated not as penalty but as fixed, agreed and liquidated damages due to the Owner from the Contractor by reason of interference with business, convenience to the public, added cost of engineering, administration, supervision and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the Surety to complete the Contract shall the owner forfeit the right to recover liquidated damages from the Contractor or his Surety for failure to complete the Contract within the specified time.

DUST CONTROL. Adequate precaution should be taken to insure that excessive dust does not become airborne during construction. No separate payment will be made for performing dust control or for the water used for this purpose, but the cost of these items shall be subsidiary to other items in the Contract.

CONTRACTOR'S RESPONSIBILITY. The Engineer's project representative shall not have responsibility for the construction site conditions, including safety, operations, equipment, or personnel other than employees of the Engineer. The Contractor is responsible to construct the project in conformance with the Plans and Specifications. The Contractor has the responsibility for safety, safety precautions and safety programs on the site. He has the responsibility and duty to provide a safe working environment for his employees or employees of others over whom he has supervision, direction and control as well as providing a safe environment for those who are required or are permitted to have access to the site including but not exclusive to engineer and owner personnel.

**CITY OF SHAWNEE, OK/SHAWNEE REGIONAL AIRPORT'S DISADVANTAGED
BUSINESS ENTERPRISE (DBE) PROGRAM, 49 CFR PART 26**

BIDDERS LIST: §26.11(c). In accordance with §26.11 of the DBE program, "The questionnaire will be completed by each firm and all subcontractors who quote on the project and submitted at the time of bid."

ASSURANCES: §26.13(a). The City of Shawnee, OK/Shawnee Regional Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City of Shawnee, OK/Shawnee Regional Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Shawnee, OK/Shawnee Regional Airport's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Shawnee, OK/Shawnee Regional Airport of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

CONTRACT ASSURANCE: §26.13(b). The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Shawnee, OK/Shawnee Regional Airport deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

PROMPT PAYMENT CONTRACT CLAUSE: §26.29(a). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from receipt of each payment the prime contractor receives from the **City of Shawnee, OK/Shawnee Regional Airport**. Any delay or postponement of payment may take place only for good cause and must receive prior written approval from the **City of Shawnee, OK/Shawnee Regional Airport**. If payments to subcontractors are not made in accordance with the terms of this agreement, the airport as owner has the authority to withhold the amount of funds due to the subcontractor from the prime contractor's request for payment until the airport receives confirmation of payment to the subcontractor.

PROMPT & FULL PAYMENT OF RETAINAGE: §26.29(b). See Section 3 - General Provisions (FAA), Section 90-06 Partial Payments

ADDITIONAL MECHANISMS TO ENSURE PROMPT PAYMENT: §26.29(e). The prime contractor shall to include in their subcontract language that prime contractor and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes and may specify such mechanisms. Furthermore; he prime contractor shall not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Prompt Payment Complaints: Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution. The airport will utilize the following website to report the Prompt Payment and Retainage Complaints:

<https://faa.civilrightsconnect.com/FAA/login.asp>

GOOD FAITH EFFORTS PROCEDURAL REQUIREMENTS (Post Solicitation): §26.53(f-j). The contractor shall utilize the specific DBEs listed in the contractor's bid/solicitation response to perform the work and supply the materials for which each is listed unless the contractor obtains our prior written consent as provided in 49 CFR Part §26.53(f). Unless our consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

DBE CERTIFICATION. A DBE, as defined in these contract documents/specifications, is a firm that is certified and listed in the Oklahoma Department of Transportation's (ODOT) DBE database at the time of utilization on the project.

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PART D: FEDERAL WAGE RATES

"General Decision Number: OK20240071 01/05/2024

Superseded General Decision Number: OK20230071

State: Oklahoma

Construction Type: Building

Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on treatment plants)

Counties: Coal, Garvin, Haskell, Hughes, Latimer, Marshall, McCurtain, Pittsburg, Pontotoc, Pottawatomie, Pushmataha and Seminole Counties in Oklahoma.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination,

	if it is higher) for all hours spent performing on that contract in 2024.
--	---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

BOIL0592-001 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 31.22	24.14

ELEC0301-006 06/01/2022

MCCURTAIN COUNTY ONLY

	Rates	Fringes
ELECTRICIAN.....	\$ 26.60	11.92

ELEC0301-007 06/01/2022

MCCURTAIN COUNTY ONLY

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring, Alarm Installation, and Sound and Communications Systems Installation Only).....	\$ 26.60	11.92

ELEC0584-013 06/01/2021

COAL, HASKELL, HUGHES, LATIMER, PITTSBURG AND PUSHMATAHA
COUNTIES ONLY

Rates	Fringes
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ELECTRICIAN (Low Voltage
Wiring, Alarm Installation,
and Sound and Communications
Systems Installation Only).....\$ 32.38 7%+10.15

ELEC0584-016 06/01/2021

COAL, HASKELL, HUGHES, LATIMER, PITTSBURG AND PUSHMATAHA
COUNTIES ONLY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.38	7%+10.15

ELEC1141-015 09/04/2023

GARVIN, MARSHALL, PONTOTOC, POTTAWATOMIE AND SEMINOLE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.85	17.25+6.00

ELEC1141-019 06/01/2019

GARVIN, MARSHALL, PONTOTOC, POTTAWATOMIE AND SEMINOLE COUNTIES

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring, Alarm Installation, and Sound and Communication Systems Installation Only).....	\$ 21.60	15.5+8.60

ENGI0627-018 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 35.65	16.50
Group 2.....	\$ 33.80	16.50
Group 3.....	\$ 33.10	16.50
Group 4.....	\$ 31.95	16.50
Group 5.....	\$ 30.65	16.50
Group10.....	\$ 25.45	16.50

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and
including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger

cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane.

GROUP 5: BULLDOZER

GROUP 10: OILER

IRON0048-013 06/01/2021

GARVIN, MARSHALL, PONTOTOC, POTTAWATOMIE AND SEMINOLE COUNTIES ONLY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.00	16.20

IRON0584-024 06/01/2023

COAL, HASKELL, HUGHES, LATIMER, MCCURTAIN, PITTSBURG AND PUSHMATAHA COUNTIES ONLY

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.00	16.50

PLUM0344-015 07/01/2023

COAL, GARVIN, HUGHES, MARSHALL, PONTOTOC, POTTAWATOMIE, PUSHMATAHA AND SEMINOLE COUNTIES

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Electrical/Temperature Controls and HVAC Pipe Installation).....	\$ 38.25	15.54

PLUM0344-018 07/01/2023

COAL, GARVIN, HUGHES, MARSHALL, PONTOTOC, POTTAWATOMIE, PUSHMATAHA AND SEMINOLE COUNTIES

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 38.25	15.54

PLUM0430-015 07/01/2023		

HASKELL, LATIMER, MCCURTAIN AND PITTSBURG COUNTIES

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Electrical/Temperature Controls and HVAC Pipe Installation).....	\$ 35.35	14.58

PLUM0430-018 07/01/2023		

HASKELL, LATIMER, MCCURTAIN AND PITTSBURG COUNTIES

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 35.35	14.58

SHEE0124-013 07/01/2021		

COAL, GARVIN, HUGHES, MARSHALL, PONTOTOC, POTTAWATOMIE AND
SEMINOLE COUNTIES ONLY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 33.38	16.36

SHEE0270-007 06/01/2020		

HASKELL, LATIMER, MCCURTAIN, PITTSBURG AND PUSHMATAHA COUNTIES
ONLY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 35.49	14.60

SUOK2012-051 06/18/2012		

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 16.24 **	0.00
CARPENTER (Drywall Hanging Only).....	\$ 14.96 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Form Work.....	\$ 16.82 **	2.82
CEMENT MASON/CONCRETE FINISHER...	\$ 14.50 **	0.00
FLOOR LAYER (Hardwood and Carpet).....	\$ 18.74	1.10
FORM WORKER.....	\$ 16.79 **	3.12
GLAZIER.....	\$ 15.27 **	1.46
LABORER: Common or General.....	\$ 11.43 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.04 **	0.00
LABORER: Pipelayer.....	\$ 11.65 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.83 **	0.00
OPERATOR: Forklift.....	\$ 18.02	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.32 **	0.00
ROOFER.....	\$ 15.00 **	0.29
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.52	6.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION 5

ITEM TEMP

TEMPORARY MARKING, LIGHTING & BARRICADES

Item **Temporary Marking, Lighting & Barricades** is hereby added to the technical specifications with respect to the paragraphs and sections cited below.

1. **DESCRIPTION:** This item shall consist of all temporary marking, barricades and lighting shown on the safety and phasing plans, and required in accordance with FAA AC 150/5370-2. This item shall include all materials, labor, installation, maintenance and removal to provide temporary markings from diluted paint, fabric, plastic, plywood, temporary relocated threshold light assemblies, low profile barricades, temporary measures for blacking out or powering down lights in closed pavement areas, providing temporary lighting for pavements to remain open, **and repairs to haul and access routes, and construction, maintenance and demolition of temporary access routes. Area utilized for access road and existing fence shall be returned to original or better condition at project completion.**

2. **BASIS OF MEASUREMENT AND PAYMENT:** Based on the contract lump sum price for “Temporary Marking, Lighting & Barricades” partial payments will be made based on the estimated percent completion of the project.

Payment will be made under:

Item TEMP	Temporary Marking, Lighting & Barricades	– Per Lump Sum
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END OF ITEM TEMP

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SECTION 6

ITEM C-105

MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **10** percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required. Contractor shall supply field office for their use if needed. Contractor shall supply portable toilet(s), secured from tipping or general movement, for Contractor and Contractor’s employees use on the job site. Any and all airport facilities shall not be used by the Contractor or Contractor’s employees.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Mobilization (NTE 10% of Total Bid Amount)	– Per Lump Sum
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

SECTION 7

ITEM ODOT

OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) PAY ITEMS

INCORPORATED BY REFERENCE

ODOT The Oklahoma Department of Transportation 2019 Standard and Specifications for Highway Construction can be found at the address below:

https://oklahoma.gov/content/dam/ok/en/odot/documents/c_manuals/specbook/2019--full-spec-web-version.pdf

DESCRIPTION

ODOT-1 Items described herein shall be performed per the requirements of ODOT 2019 Standard and Specifications for Highway Construction and paid for as described below. If there is a conflict between this (the project) specifications and plans with the state specifications, the project specifications and plans shall govern.

EQUIPMENT AND MATERIALS

ODOT-2 All equipment and materials shall be specified here, in the plans and in the ODOT 2019 Standard Specification Book or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavements to remain in place. If there is a conflict between this (the project) specifications and plans with the state specification, the project specification and plans will govern.

CONSTRUCTION

ODOT-3 All construction methods and procedures shall be in accordance with the applicable portions of the ODOT 2019 Standard Specifications. If there is a conflict between this (the project) specifications and plans with the state specifications, the project specifications and plans shall govern.

METHOD OF MEASUREMENT

ODOT-4.1 Site Demolition to be paid shall be measured by lump sum. The price shall be full compensation for furnishing all materials, construction activities, equipment and labor required to remove and dispose all items detailed in the plans per federal, state, and local requirements.

ODOT-4.2 The quantity of **Gravel Pad** shall be measured by the number of square yards of materials actually constructed and accepted as complying with the plans and specifications.

BASIS OF PAYMENT

ODOT-5.1 Payment will be made at the lump sum contract unit price for **Site Demolition**. The price shall be full compensation for all construction activities, equipment and labor required to remove all items detailed in the plans. Partial payments will be made based on the estimated percent complete of the item.

ODOT-5.2 Payment shall be made at the contract unit price per square yard for installation of the **Gravel Pad**. This price shall be full compensation for all materials, construction activities, equipment and labor required to provide a product as detailed in the plans. Partial payments will be made based on the estimated percent complete of the item.

Payment will be made under:

Item ODOT	Site Demolition	– Per Lump Sum
Item ODOT	Gravel Pad	– Per Square Yard

END OF ITEM ODOT

ADVISORY CIRCULAR

150/5370-2

OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

INCORPORATED BY REFERENCE

The Standards for Operational Safety on Airports During Construction AC can be found at faa.gov or at the address below:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2

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PROPOSAL FORM

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1 LOCHNER PROJECT NO. 15710-TO08

TO: City Clerk
16 West 9th St.,
Shawnee, Oklahoma 74801

The undersigned, in compliance with the request for bids for construction of the following Project:

Base Bid: Site Preparation for Temporary Terminal Building

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

Item No.	Spec.	Description	Approximate		Unit Price	Extension
			Qty.	Unit		
BASE BID						
SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING						
1	TEMP	Temporary Marking, Lighting & Barricades Unit Price in Words	1	L.S.		
2	C-105	Mobilization (NTE 10% of Total Bid Amount) Unit Price in Words	1	L.S.		
3	ODOT	Site Demolition Unit Price in Words	1	L.S.		
4	ODOT	Gravel Pad Unit Price in Words	163	S.Y.		
5	--	Installation & Connections of Electrical Utility for Building Unit Price in Words	1	L.S.		
6	--	Installation & Connections of Water Utility Unit Price in Words	1	L.S.		
7	--	Installation & Connections of Sewer Utility Unit Price in Words	1	L.S.		
8	--	Installation & Connections of Electrical Utility for Sewer Unit Price in Words	1	L.S.		
BASE BID						
Total In Words						

ACKNOWLEDGEMENTS BY BIDDER

- By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the

PF-1

individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a Notice-of-Award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within **fifteen (15) calendar days** of the Notice-of-Award and furthermore will provide executed payment and performance bonds simultaneously with delivery of executed contract. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **thirty (30) calendar days for Base Bid** from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,000** per Calendar day as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.00%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent". **The bidder shall complete the Disadvantaged Business Enterprise forms (DBE-1 to DBE-4) regardless of the DBE goal if a DBE firm is to be utilized on the project.**
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not

submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

The undersigned acknowledges receipt of the following addenda:

Addendum Number _____	dated _____	Received _____
Addendum Number _____	dated _____	Received _____
Addendum Number _____	dated _____	Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Certification of Nonsegregated Facilities:** (41 CFR § 60-1.8)
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. **Trade Restriction Certification:** (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

d. **Certification Regarding Debarment and Suspension:** (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of _____;
2. Completed DBE form "Utilization Statement".
3. Completed DBE form "Letter of Intent". **The DBE affirmation on the "Letter of Intent" shall be submitted within three (3) working days of the bid opening.**

4. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
5. Completed "Buy American Certification"
6. Completed "Business Relationships Affidavit"
7. Completed "Non-Collusion Statement"
8. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____ (CORPORATE SEAL)

Telephone Number: _____

ATTEST:

By: _____
(Authorized Signature)

Name and Title: _____

PF-6

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

UTILIZATION STATEMENT

Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.
(Please check the appropriate box)

- ☐ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assumes that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

	Contract Amount	DBE Amount	Contract Percentage
DBE Prime Contractor	\$ x 1.00 = \$		%
DBE Subcontractor	\$ x 1.00 = \$		%
DBE Supplier	\$ x 0.60 = \$		%
DBE Manufacturer	\$ x 1.00 = \$		%
Total Amount DBE		\$	%
DBE Goal		\$	%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

DBE-1

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offeree

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: (____) _____

DBE Certification Agency:

Name: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ _____ Percent of Total Contract: _____%

Affirmation:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

In the event the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE-2

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offeree

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: (____) _____

DBE Certification Agency:

Name: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ _____ Percent of Total Contract: _____%

Affirmation:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

In the event the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE-3

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offeree

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: (____) _____

DBE Certification Agency:

Name: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ _____ Percent of Total Contract: _____%

Affirmation:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

In the event the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE-4

BUY AMERICAN CERTIFICATION

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on Federally funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification of Compliance with FAA Buy American Preference

Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ **Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:**

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ **The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:**

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

BA-1

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as nondomestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order
- d) 14005, indicates that no domestic source exists for the project and/or component;
- e) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

BA-2

BUSINESS RELATIONSHIPS AFFIDAVIT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

STATE OF _____)
) ss:
COUNTY OF _____)

COMES NOW, the Affiant, and states as follows:

1. I am the _____ of _____,
(Owner, Partner, Officer, etc.) (Company Name)
whose principal place of business is located in _____, in the State of _____.
2. That I am of lawful age, being first duly sworn, on oath says that (s)he has the lawful authority to execute this affidavit on behalf of the above named company.
3. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the Project is as follows:

4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Bidding company and any officer or director of the architectural or engineering firm or other party to the Project is as follows:

5. Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

Name of Company, Partnership, Corporation, or Individual, herein called "Bidder"

Signature of Bidder or Bidder's Authorized Agent

Type or Print name and title of person who signed above

BR-1

ACKNOWLEDGEMENT

On this ____ day of _____, _____ before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared _____ to me know to be the identical person who signed the name of the Maker thereof to the within and foregoing affidavit as its authorized agent and acknowledged and swore to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said Bidder for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

Notary Public

(SEAL)

My Commission Expires: _____

My Commission Number: _____

NON-COLLUSION STATEMENT

THIS BID WILL NOT BE CONSIDERED UNLESS THIS STATEMENT HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER OR AUTHORIZED AGENT OF BIDDER, AND ACKNOWLEDGED, DATED AND COMPLETED BY A NOTARY PUBLIC.

STATE OF _____)
) ss:
COUNTY OF _____)

- A. For purposes of competitive bids, I certify:
1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and the OWNER, or their, employees, officers and agents as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any OWNER official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussions between bidders and any OWNER official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the OWNER, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20____.

BIDDER:

BY: _____

PRINT NAME: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL:

Notary Public

My Commission Expires: _____
Commission No. _____

Required pursuant to 61 O.S. §115 and §138

NC-1

City of Shawnee, Oklahoma Small Business Program

Shawnee, Oklahoma has adopted a program to encourage and promote the use of small businesses as subcontractors on construction contracts funded by the Federal Aviation Administration's Airport Improvement Program (AIP) and as set forth in the Oklahoma Public Competitive Bidding Act and 49 CFR Part 26. **Shawnee, Oklahoma** Small Business Program shall be fully implemented within nine (9) months of the Federal Aviation Administration's approval.

The successful bidder awarded an AIP construction contract by the **City** must provide an AIP Construction Project Subcontracting Plan & Affidavit. This plan shall set forth the Contractor's efforts and strategies to provide and extend opportunities for small business participation on the performance of subcontracts on AIP projects. The Contractor's plan must be submitted to the **City** before a notice to proceed with work will be issued. The plan must set forth the Contractor's outreach and internal efforts. The Contractor must provide a report on the progress and success of its small business subcontracting plan to the **City** as a condition precedent to final payment and release of retainage. The project will neither be deemed substantially complete nor be accepted for final payment until the Contractor submits an AIP Construction Project Subcontracting Plan Close Out Report that demonstrates the progress and success of its AIP Construction Project Subcontracting Plan. The **City** will utilize this information to identify and encourage those minority and women owned small business firms that are eligible for DBE certification to become certified. The **City** will verify that small businesses reported on the AIP Construction Project Subcontracting Plan Close Out Report are qualified under the Oklahoma Department of Transportation's Small Business Program. Furthermore, the **City** will report the participation of DBE firms, as Race Neutral participation in the Small Business Program, to the FAA.

The **City's** Small Business Program will also assure that AIP projects with an estimated construction cost greater than \$1.5 million dollars and consisting of multiple contractual elements (i.e. paving, earthwork, electrical) will be separated into separate bidding schedules to provide for small firm competition.

The **City's** Small Business Program will also assure that no geographic preferences or limitations imposed on either small businesses or federally assisted procurement. The **City** will impose no limits on the number of contracts awarded to participating firms, and that the **City** will make every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses.

All DBE firms (including Prime Contractors) are considered eligible for the **City's** Small Business Program. Other eligible small business firms are defined by the Small Business Administration's standards:

(a) SBA's size standards define whether a business entity is small and, thus, eligible for Government programs and preferences reserved for "small business" concerns. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS).

(b) NAICS is described in the North American Industry Classification Manual-United States, which is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; by calling 1(800) 553-6847 or 1(703) 605-6000; or via the Internet at <http://www.ntis.gov/products/naics.aspx>. The manual includes definitions for each industry, tables showing relationships between 1997 NAICS and 1987 SICs, and a comprehensive index. NAICS assigns codes to all economic activity within twenty broad sectors. Section 121.201 provides a full table of small business size standards matched to the U.S. NAICS industry codes. A full table matching a size standard with each NAICS Industry or U.S. Industry code is also published annually by SBA in the Federal Register. NAICS Codes and size standards for the current project include, but are not limited to the codes shown in **Figure 1: Sample NAICS Codes**.

NAICS codes	NAICS U.S. industry title	Size standards in millions of dollars
Subsector 237—Heavy and Civil Engineering Construction		
237110	Water and Sewer Line and Related Structures Construction	\$33.5
237120	Oil and Gas Pipeline and Related Structures Construction	\$33.5
237130	Power and Communication Line and Related Structures Construction	\$33.5
237310	Highway, Street, and Bridge Construction	\$33.5
237990	Other Heavy and Civil Engineering Construction	\$33.5

Figure 1: Sample NAICS Codes

**CITY OF SHAWNEE, OKLAHOMA
CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT**

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan.

I. Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number _____.

B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

C. A Notice to Proceed for the project listed above will not be issued by the City until this document is completed and returned to the City. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Submitted for: _____ By: _____
Company Name Signature

Subscribed and sworn to before me this ____ day of _____, _____

Notary Public: _____

Commission # / Expiration: _____

PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

PROJECT NO.

CONTRACT DATE

**B2024-EM-
20230419-05-1**

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **the City of Shawnee, 16 West 9th St., OK 74801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Base Bid: Site Preparation for Temporary Terminal Building**

Project Location: **Shawnee Regional Airport**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

PB-1

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; including other costs and damages for which the Surety may be liable hereunder. If costs and charges incurred by the Owner, together with the cost of completing the work under contract, exceeds the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the Owner the amount of such excess. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefore to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name, Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name, Title: _____
(Affix Corporate Seal)

Name, Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name, Title: _____
(Affix Seal)

Name, Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

ATTEST:

Signature: _____

Signature: _____

Name, Title: _____
(Affix Seal)

Name, Title: _____

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

PROJECT NO.

CONTRACT DATE

**B2024-EM-
20230419-05-1**

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **the City of Shawnee, 16 West 9th St., OK 74801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Base Bid: Site Preparation for Temporary Terminal Building**

Project Location: **Shawnee Regional Airport**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such

PA-1

extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name, Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name, Title: _____
(Affix Corporate Seal)

Name, Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name, Title: _____
(Affix Seal)

Name, Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

ATTEST:

Signature: _____

Signature: _____

Name, Title: _____
(Affix Seal)

Name, Title: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the state of Oklahoma, as Surety, are held and firmly bound unto the **City of Shawnee, Oklahoma** and the State of Oklahoma, in the Penal sum of (Words) _____ (full amount of contract) (Figures) \$_____ in lawful money of the United States of America for the payment of which, well and truly be made, we bind ourselves and each of us, our heirs executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the **City of Shawnee, Oklahoma** dated _____, _____, for all work required in **Bid No. B2024-EM-20230419-05-1** in compliance with the specifications, therefore, made a part of said Contract and on file in the offices of the City Clerk, **Shawnee, Oklahoma**.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the **City of Shawnee, Oklahoma**, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year for all projects, form and after acceptance of said project by the City and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold the City harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode or procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

MB-1

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name, Title: _____

Name, Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Date: _____

Date **: _____

Name, Title: _____

Name, Title: _____

(Affix Seal)

Attorney in Fact

(Attach Power of Attorney)

**This date shall match the date of the notarized certificate on the Power of Attorney

APPROVED AS TO FORM: _____ Date: _____

City Attorney

MB-2

**CONTRACT AGREEMENT
CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT
CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1
LOCHNER PROJECT NO. 15710-TO08**

THIS AGREEMENT, made as of _____ is
{Insert Effective Date of Agreement}

BY AND BETWEEN

the OWNER: **Shawnee Airport Authority on behalf of
the City of Shawnee, Oklahoma
16 West 9th St.
Shawnee, Oklahoma 74801**

And the CONTRACTOR: **Contractor's Name
Address
City, State Zip Code**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Shawnee Regional Airport** generally described as follows:

Base Bid: Site Preparation for Temporary Terminal Building

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

CA-1

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

_____	(\$ _____)
<i>(Amount in Written Words)</i>	<i>(Amount in Numerals)</i>

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER’S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **thirty (30) calendar days for Base Bid** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,000 per calendar day** for each **calendar day** required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. Certification of Nonsegregated Facilities (41 CFR § 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local

custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Lochner
6301 Waterford Blvd.
Suite 310
Oklahoma City, Oklahoma 73118**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Shawnee, Oklahoma

Address: 16 West 9th Street

Shawnee, OK 74801

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

CONTRACTOR

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

LOCHNER PROJECT: 15710-TO08



6301 Waterford Blvd. | Suite 310 | Oklahoma City, OK 73118
hwlochner.com

PLANHOLDERS LIST

Shawnee Regional Airport Site Preparation for Temporary Terminal Building

Information regarding Bid Opening and Pre-Bid times and dates can be found in Section 1 - Notice To Bidders and Section 2 - Instructions To Bidders within the Contract Documents/Specifications. Bidders shall also review any addendum issued for possible updates to information regarding Bid Opening and Pre-Bid times and dates.

ADDENDUMS ISSUED 1 - 4/12/2024
2 - 4/18/2024

DEPOSIT FOR PLANS AND SPECIFICATIONS: \$20.00 – Non-Refundable

Lochner Project #: [15710-TO08](#)

COMPANY NAME OF PLANHOLDER	SET NO.	DATE ORDERED	DATE EMAILED	CONTACT NAME	E-MAIL	PHONE
Lochner	1	N/A	N/A	Patrick Barnas, PE	OKCBids@hwlochner.com	(405) 748-6651
City of Shawnee, Oklahoma	2	N/A	N/A			
ePlan	3	4/2/2024	4/3/2024	Amber Cox	eplan@eplanbidding.com	(573) 447-7130
Bright Lighting Construction	4	4/3/2024	4/3/2024	Chandler Higgins	chandler@blconstruction.com	(918) 834-8020
Perigo Boys Welding	5	4/3/2024	4/3/2024	James Perigo	perigoboyswelding@gmail.com	
DTH Construction, LLC	6	4/3/2024	4/3/2024	Dave Haynie	DavHaynie@aol.com	(405) 834-5888
Custom Pavement Maintenance & Safety, LLC	7	4/3/2024	4/3/2024	Julie Becker	Julie@custompavement.com	(479) 262-6160
Cooley Construction	8	4/3/2024	4/3/2024	Vickie Guy	vguy@cooleyconstruction.com	(405) 528-8093
Rethford Electric	9	4/5/2024	4/5/2024	Josh Rethford	rethfordelectric@gmail.com	
ConstructConnect	10	4/8/2024	4/8/2024	Justine Cataylo	justine.cataylo@constructconnect.com	(323) 602-5079
SWCN Planroom	11	4/8/2024	4/8/2024	Brittany Feeler	planroom@swcnews.com	(405) 948-7474
Prolific Construction	12	4/8/2024	4/8/2024	Shailee Mohow	admin@prolificconstruction.com	
Haskell Lemon Group	13	4/10/2024	4/10/2024	Tammy Robinson	trobenson@haskellemon.com	(405) 947-6069
C-P Integrated Services, Inc.	14	4/11/2024	4/11/2024	Durinda Fisher	dfisher@cpiokc.com	(405) 628-1200
TLC Engineering	15	4/11/2024	4/11/2024	Bill Buckmaster	b.buckmaster@tlceng.com	(832) 849-7693
Tri City Seal Co.	16	4/11/2024	4/11/2024	Rick Herrick	rherrick.tcs@gmail.com	(405) 381-4051
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**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 1

April 12, 2024

TO ALL PROSPECTIVE BIDDERS:

1. The following modifications and clarifications to the **Project Plans/Specifications** have been made.

A. **Clarifications/Additional Information** Bidders shall take note of the following clarifications/additional information to the Plans and Specifications.

- i. Contractor may have the option to set the meter rack adjacent to or near the Temporary Terminal; however, Contractor shall ensure the meter is not installed in a location that impedes the installation of the Temporary Terminal Building. Contractor shall be responsible for coordinating with OG&E for permitting, meter installation, and requirements of the utility.
- ii. The Plumbing Underfloor Plan and the Site and Utility Plan from the Original Terminal Construction Plans are attached to this Addendum No.1. The accuracy of the utility locations have not been verified. The Contractor shall be responsible for verifying the sizes, locations, and requirements of the utility tie-ins.

2. Additional Information:

- A. The pre-bid minutes and sign-in sheet are included in this Addendum No. 1.
- B. All bidders must acknowledge receipt of Addendum No. 1 in the space provided in the Proposal Form of the Project Specifications. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.
- C. Upon receipt of this addendum, you **must** sign and return the acknowledgement form on Page 2 of this addendum by e-mail to:

LOCHNER

E-Mail: OKCBids@hwlochner.com



Addendum No. 1 - 1

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 1

April 12, 2024

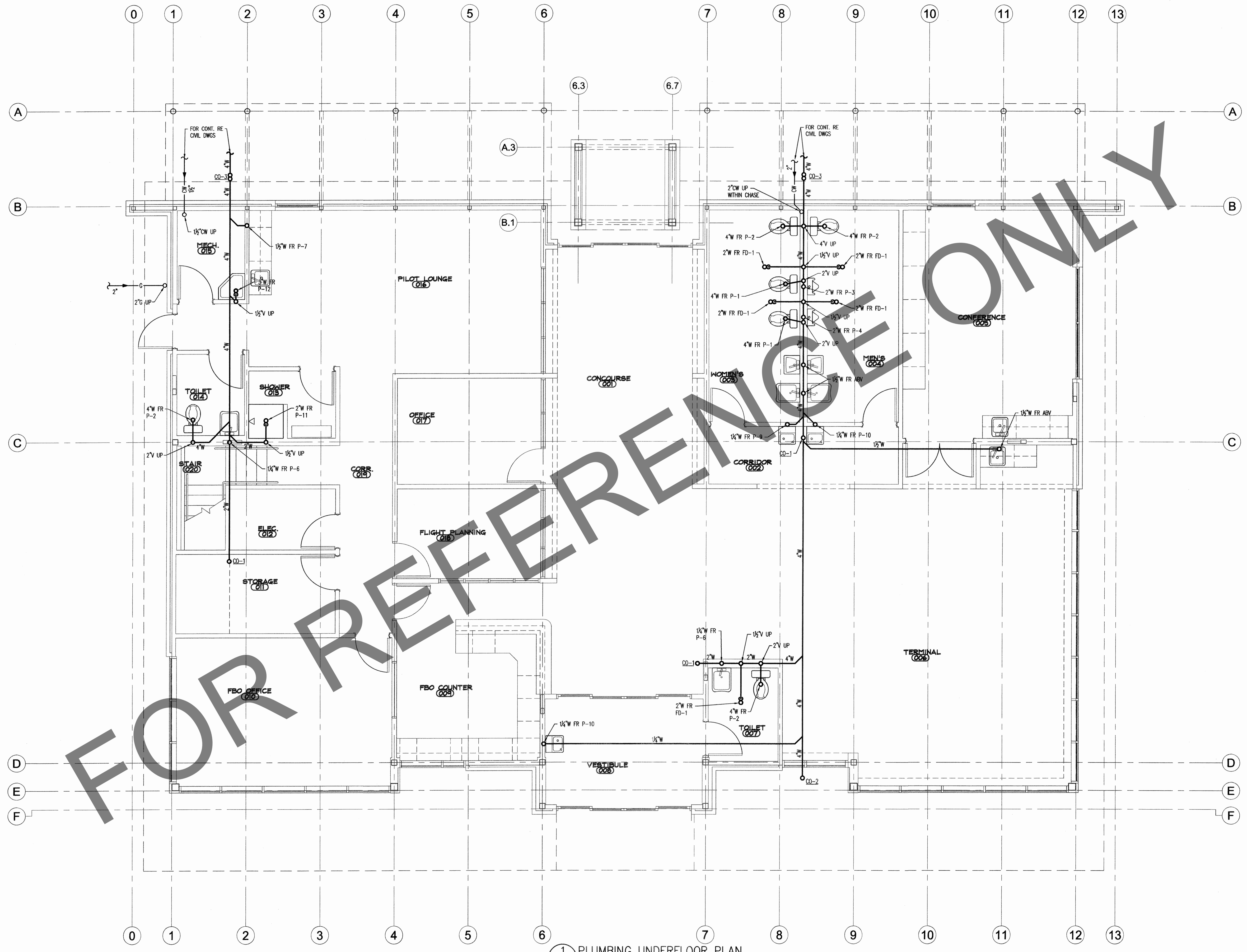
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

The undersigned hereby declares that he/she has received Addendum No. 1, dated April 12, 2024, for the subject project. The undersigned will incorporate this Addendum with his/her proposal:

Name of Company: _____

Signature: _____

Title: _____

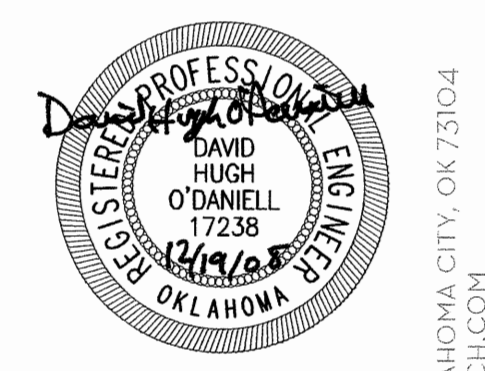


1 PLUMBING UNDERFLOOR PLAN
P200 SCALE: 1/4" = 1'-0"

Shawnee Regional Airport
New Terminal Building
Shawnee, Oklahoma
Shawnee Airport Authority
Shawnee, Oklahoma

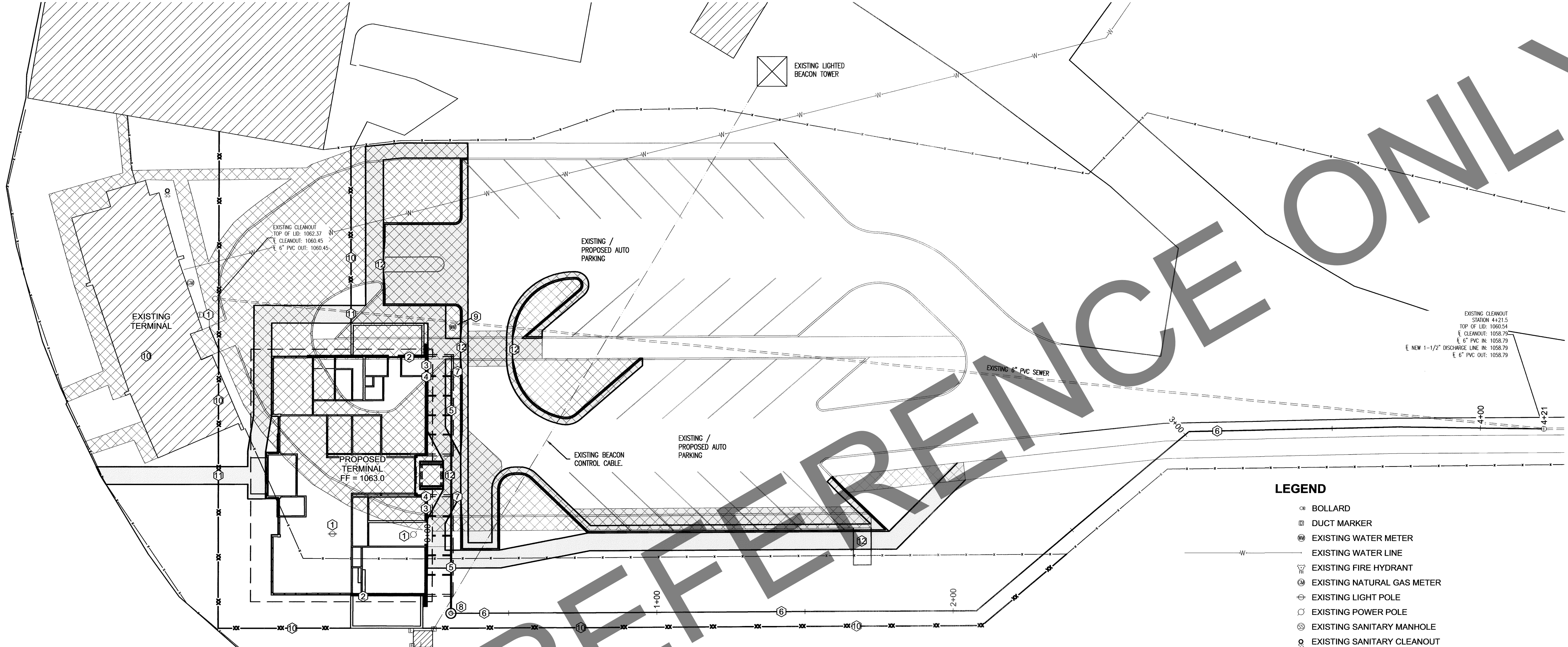
LBR Inc.
Airport Consultants
Wiley Post Airport
5915 Philip J. Rhodes Ave., Ste. 105
Bethany, OK 73008
405.789.0200: tel
405.789.0260: fax

DHO ENGINEERING
Telephone: 405-947-8524
Facsimile: 405-947-0472
3629 NORTHWEST 24th STREET
OKLAHOMA CITY, OK 73107
OK Cert. of Auth. No. 3953
Expiration 06/30/10



Project No.	2808.00
Date	12.19.2008
Sheet Contents	PLUMBING UNDERFLOOR PLAN
Scale	1/4"=1'-0"
Sheet No.	P200
CONSTRUCTION DRAWINGS	

MASS ARCHITECTS, INC. 3 NE 8TH ST. SUITE A OKLAHOMA CITY, OK 73104
TEL: 405-231-1990 FAX: 405-231-1930 WWW.MASSARCH.COM



SITE and UTILITY PLAN
1" = 20'
0 10' 20' 40' 60'
SCALE IN FEET

NOTE:
CONTRACTOR TO VERIFY
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.

48 HOURS BEFORE YOU DIG...
CALL OKIE
1-800-522-6543



LEGEND

- ⊕ BOLLARD
- ⊞ DUCT MARKER
- ⊙ EXISTING WATER METER
- EXISTING WATER LINE
- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING NATURAL GAS METER
- ⊙ EXISTING LIGHT POLE
- ⊙ EXISTING POWER POLE
- ⊙ EXISTING SANITARY MANHOLE
- ⊙ EXISTING SANITARY CLEANOUT
- ⊙ EXISTING UTILITY MANHOLE
- SS — SS — EXISTING SANITARY SEWER
- ⊙ EXISTING ELECTRIC METER
- ⊙ EXISTING ELECTRIC RISER
- UGE — UGE — EXISTING UNDERGROUND POWER
- ▨ REMOVE EXISTING PAVEMENT
- ▨ CONSTRUCT NEW PAVEMENT PAVEMENT

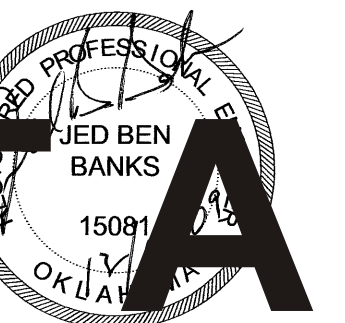
UTILITY / SITE PLAN KEYNOTES

- ① EXISTING UNDERGROUND POWER AND APPURTENANCES TO BE REMOVED OR RELOCATED BY OTHERS.
- ② APPROXIMATE LOCATION OF NATURAL GAS SERVICE PENETRATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
- ③ APPROXIMATE LOCATION OF POTABLE WATER SERVICE PENETRATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
- ④ APPROXIMATE LOCATION OF SANITARY SEWER SERVICE PENETRATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION.
- ⑤ PROPOSED 4" SANITARY SEWER SERVICE LINE PER LOCAL CODE.
- ⑥ PROPOSED 12" SANITARY SEWER DISCHARGE LINE PER LOCAL CODE.
- ⑦ PROPOSED SANITARY SEWER CLEANOUT, PER LOCAL CODE.
- ⑧ PROPOSED SANITARY SEWER GRINDER PUMP STATION. SEE ARCHITECTURAL PLANS FOR DETAILS.
- ⑨ PROPOSED WATER METER. CITY OF SHAWNEE TO PROVIDE WATER SERVICE TO METER.
- ⑩ PROPOSED PERMANENT FENCE.
- ⑪ PROPOSED PERMANENT PEDESTRIAN GATE.
- ⑫ CONSTRUCT HANDICAP RAMP PER LOCAL AND ADA STANDARDS

GENERAL UTILITY NOTES:

1. CITY TO CONSTRUCT WATER SERVICE LINE TO BUILDING LOCATION.
2. GAS, TELEPHONE, ELECTRIC, CABLE AND WATER SERVICES TO BE PROVIDED BY OTHERS.
3. ALL UTILITY CONSTRUCTION SHALL CONFORM TO CURRENT APPLICABLE STANDARDS.
4. SEE ARCHITECTURAL PLANS FOR SANITARY SEWER GRINDER PUMP STATION.

EXHIBIT A



LBR Inc. Airport Consultants
5915 Philip J. Rhoads Ave., Suite 105, Bethany, OK 73008
Tel 405-789-0200 Fax 405-789-0260 WWW.LBROK.COM
CERTIFICATION OF AUTHORIZATION: OKLAHOMA 1827, RENEWAL DATE: JUNE 30, 2011

SHAWNEE REGIONAL AIRPORT
Shawnee, Oklahoma

SITE AND UTILITY PLAN

SCALE: 1" = 20' DATE: December 2009 EDA Award No. 08-01-04405 SHEET C-2 OF 5
Shawnee Proj. No. COS-PW-09-01

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

**PRE-BID MEETING AGENDA
Thursday, April 11, 2024, at 11:00 AM**

******Items added during the Pre-Bid Meeting are included in bold and italics******

I. Introduction of Attendees

II. Bidding Process:

A. Receipt and Opening of Bids:

1. Proposals will be received until **1:30 pm local time, Wednesday, April 24, 2024**, at the Location below:

**City of Shawnee, Oklahoma
City Clerk's Office
16 W 9th St.
Shawnee, Oklahoma 74801**

Bids received after this time will not be considered.

Bidders are reminded that bids not received before 1:30 pm local time, Wednesday, April 24, 2024, will be rejected, even if delivery is late due to a failure of third-party guaranteed delivery times.

Bids will be opened and read in the City Commission Chambers shortly after 1:30 pm local time.

2. Bids may be held by the **City of Shawnee, Oklahoma** for a period not to exceed **ninety (90)** calendar days from the date of the bid opening. **Award of contract is contingent upon the City of Shawnee, Oklahoma receiving assistance from the Federal Emergency Management Agency (FEMA).**
3. Envelopes containing bids must be sealed and addressed as shown in the Instructions To Bidders (Section 2) of the Contract Documents/Specifications.

B. Contract Provisions:

1. Mandatory contract provisions are identified in General Provisions (Section 3) and Supplementary Provisions (Section 4) of the Contract Documents.
2. The EEO goals for this contract are in the Notice To Bidders (Section 1), **10.2%** minority participation and **6.9%** female participation in each trade.

3. The DBE goal for this project, as described in the Notice To Bidders (Section 1) and the Instructions To Bidders (Section 2), is **0.00%** of the dollar value of the prime contract to DBEs. It is the responsibility of the Contractor to meet this goal for any Alternate scenario. If the DBE goal is not met, there needs to be substantial documentation of good faith effort in attempts to attain the DBE goal. The DBE Forms are located after the Proposal Section. **If DBEs are utilized, Letters of Intent, if not submitted with the bid, will need to be submitted within 3 working days of the bid opening.**
4. Sixty percent (60%) of the cost of materials or supplies purchased from a DBE regular dealer may be counted. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost may be counted toward the goal.
5. This contract is subject to the “Buy American Preferences” of **49 USC §50101**. Prospective Bidders are required to certify that steel and manufactured products have been produced in the United States per the certification statement included in the Proposal Section of the Project Manual. **Bidders are reminded that the American Recovery and Reinvestment Act does not necessarily meet 49 USC §50101 for FAA Buy American.**
6. The Contractor and all Subcontractors will be required to pay minimum wage rates as established by the United State Department of Labor. Minimum wage requirements are identified on the current Davis Bacon Act wage rates included at the end of the Supplementary Provisions (Section 4).
7. Proposers shall provide a statement of qualifications with their proposal of past similar work, a financial statement, and a statement of plant and equipment proposed for use on the project. In lieu of the financial statement, Contractors may provide evidence that they are pre-qualified with ODOT for similar work and are on the current ODOT bidders list.
8. The Contractor and his/her Subcontractors will be required to provide certificates of insurance for at least the minimum amounts specified in the Special Provisions.
9. Prior to procurement of equipment and **upon the request of the Contractor, The City of Shawnee, Oklahoma** will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes. **It is suggested that the successful bidder request a state sale tax exemption as soon as possible to allow enough time for the city to process the request. The successful bidder is responsible for all other required taxes.**

C. Contract Proposal Forms:

1. Proposals must be submitted on the Proposal Form (Section PF) in the Contract Documents/Specifications.
2. When completing the Proposal Form, the unit price needs to be written/typed in words in the table under “Unit Price in Words” and in numerical form in the column under the header “Unit Price”. The extension (quantity x unit price) needs to be written/typed in numerical form. All bidders submitting proposals must acknowledge receipt of all addendums issued in the space provided in the Proposal (Section PF). Page PF-6 or PF-7 of the proposal form needs to be completed and signed. **If for any reason the pages of the Proposal Form are changed by addendum, an entirely new Proposal Form will be issued. Bids that are not submitted on the most current proposal forms will be considered non-responsive and may be subject to automatic rejection. It is not anticipated that a change to the proposal form will be made.**

3. The bidder shall submit all required DBE information as contained on the DBE forms located at the end of the Proposal Form with their bid. However, written confirmation from the DBE may be submitted within three (3) working days following the bid opening.
4. The successful bidder will be required to submit evidence of when and by whom each DBE was last certified after the bid opening. DBE's must be approved through the Oklahoma Department of Transportation.
5. A Bid Bond guarantee will be required with each bid as a certified check or a bid bond in the amount of five (5) percent of the total amount of the bid, made payable to the **City of Shawnee, Oklahoma**.
6. The bidder shall submit a completed Buy American Certification (Section BA), a completed Business Relationships Affidavit (Section BR), and a completed Non-Collusion Statement (Section NC).
7. When submitting bids, please make sure all items required with the bid are included. These items are listed on pages PF-4 and PF-5 of the Proposal.
8. The successful bidder will be required to execute the Contract Agreement, Performance Bond, Payment Bond, one (1) year maintenance bond, and Subcontracting Plan & Affidavit. The bonds shall be in the amount of 100% of the contract price.

III. Project Description:

- A. The project consists of:

Base Bid: Site Preparation for Temporary Terminal Building.

- B. The contract period for construction from the commencement date specified in the Notice-to-Proceed is **thirty (30) calendar days for Base Bid. Liquidated damages are set at \$1,000 per calendar day.** Delays due to weather and other factors out of the control of the Contractor that are above and beyond a typical season may be requested in writing as a reason for contract period extension.
- C. Contractor shall be required to complete site demolition, installation of gravel pad, rough-in of electrical, water, and sewer utilities to gravel pad. Utilities shall be temporarily capped below pad surface and marked. Calendar days will be paused and the contractor shall demobilize from the site until placement of the Temporary Terminal Building has been completed by others. Once notified, the contractor shall re-mobilize within ten business days, to complete the final utility connections to the Temporary Terminal Building.

The Existing Terminal Building is set to be demolished by others before the Temporary Terminal Site Preparation begins. The city will be disconnecting the lift station control panel from the Existing Terminal.

If the Existing Terminal is not demolished by the time the Temporary Terminal Site Preparation begins, the contractor will be responsible for disconnecting the lift station panel from the Existing Terminal as indicated on Plan Sheet 6: Demolition Plan.

- D. The Airport will provide Construction Observation through the project and will designate a Resident Project Representative (RPR). The Contractor shall provide Quality Control and Quality Acceptance as outlined in the Contract Documents / Specifications.

- E. Contractor's access roads, haul roads, contractor employee parking, and staging areas are shown on the Construction Safety & Phasing Plan (CSPP) sheets.
- F. All bidders should carefully review the safety notes and details on the CSPP sheets. Contractor will be responsible for maintaining and checking the operation of the low profile barricades throughout the duration of the project. Contractor will be responsible for providing escort to direct equipment & material deliveries to and from contractor work limits.

Airport Manager will review CSPP and safety notes with Contractor, Contractor Staff, and RPR prior to work starting.

- G. Contractor is required to document the condition of the haul route, public and airport pavements in the vicinity of the construction limits prior to mobilizing to the jobsite. Video and photo documentation shall be provided to the RPR and Airport prior to beginning work. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the RPR at the Contractor's expense.
- H. Bidders are encouraged to thoroughly read the Pay Items Notes on Plan Sheet 2.
- I. Contractor and employees will not be required to be badged prior to gaining access to the airfield.
- J. Contractor will be responsible for providing their own communications that do not interfere with air traffic or equipment.
- K. Contractor is responsible for providing their own air band radios to monitor air traffic as required in the CSPP.
- L. Contractor will be responsible for maintaining and checking the operation of the erosion control throughout the duration of the project.
- M. Excess soil/excavation shall become the property of the Contractor and shall be disposed of offsite and per applicable regulations.
- N. Borrow material for fill as needed is the responsibility of the Contractor to locate, supply, and deliver.
- O. All waste material shall become the property of the Contractor and be removed from the Airport per applicable regulations.
- P. Contractor to coordinate with the City water department for water access, meter, pricing, and rules.
- Q. A stand of grass shall be established on all disturbed ground.
- R. The contractor will be required to have a full-time project superintendent onsite throughout the duration of the project. **If there is a need for switching the full-time, onsite superintendent, the Contractor will need to submit a request to the RPR for the change, and it may be approved by the Airport and RPR. The contractor shall provide the Airport and the RPR a 24/7 contact to address any concerns.**
- S. Contractor shall attend weekly progress and safety meetings with the Airport Manager and the RPR every Monday.

- T. The Contractor will be required to locate all private and public utilities. Location of utilities provided in the Plans are general locations and should be verified by the Contractor. If utilities are not located by OKIE, contractor is responsible for locating and protecting.
- U. Contractor shall be responsible for applying for and coordinating of all applicable Federal, State, and Local permits and pay any required permitting fees.

This is a city project so a city permit will be required. However, the city fee will be waived, but fees will not be waived for trade permits.

IV. Questions from Attendees.

When is work anticipated to begin?

Work is anticipated to begin 1 to 1½ months from bid opening pending successful contract execution.

Where does the water line connect to the existing terminal?

The Plumbing Underfloor Plan and the Site and Utility Plan from the Original Terminal Construction Plans will be included via addendum. The accuracy of the utility locations has not been verified. The contractor that is demolishing the Existing Terminal will mark utility tie-ins when demolition is complete. If the Existing Terminal is not demolished prior to mobilizing for the Temporary Terminal, it should be the responsibility of the Contractor to locate tie-in locations, sizes, and requirements.

Will the fence scheduled for removal in front of the Existing Terminal Building be replaced?

No. The fence will not be replaced.

Can the transformer near the Temporary Terminal Building be tied into?

Lochner will contact OG&E for clarification, and this will be addressed via addendum.

Can the electrical meter be moved closer to the Temporary Terminal Building?

This will be addressed via addendum.

Is the Temporary Terminal Building wired for single phase or three phase?

Manufacturer Plans for the Temporary Terminal Building will be provided via addendum for clarification.

Will conduit be used for running electrical connection to Temporary Terminal Building?

Yes. All cable runs shall be installed in conduit for making electrical connections.

Clarification that Temporary Terminal Building will not be placed in the same location as the Existing Terminal Building. See Plan Sheet 7: Site Plan.

V. Site Visit for Attendees.

CITY OF SHAWNEE, OKLAHOMA SHAWNEE REGIONAL AIRPORT

Base Bid: Temporary Terminal Building

CITY OF SHAWNEE BIG NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

**PRE-BID MEETING
Thursday, April 11th at 11:00 AM**

ATTENDEES LIST

	<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE</u>	<u>EMAIL</u>
1	Patrick Barnas	Lochner	405-418-5881	okcbids@hwlochner.com
2	Josh Rethford	Rethford Electric	405-830-2196	rethfordelectric@gmail.com
3	Bill Buckmaster	TLC Engineering	832-849 7693	b.buckmaster@tلعng.com
4	Brian Wolfe	WolfeCo Construction	405-220-5270	BrianWolfe15@gmail.com
5	Dave Haynie	Dave Haynie LLC	405-834-5888	dahaynie@aol.com
6	Irish Woodmansee	CPI	405 227 7801	woodmansee84@gmail.com
7	Nick Peters	CP3 Enterprises	405-226-1495	CP3nick@yahoo.com
8	Richard Hull	Jim Cooley Const	405-528-8093	Bids and marketing I Cooley Construction
9	Burl Wilkins	Haskell Leman Group	405-947-6069	bids@haskellleman.com
10	Danny Vise, Jr	COS	405/878-1607	danny.vise@shawnee.org
	Bonnie Wilson	Shawnee Regional Airport	405-878-1633	bonnie.wilson@shawneedk.org
12	James Perigo	PBW Consulting	918-829-6000	Jamesperigo79@gmail.com
13	Melissa Barclay	Del Sol Consulting	225-324-3384	melissa.barclay@del-sol-consulting.com
14				

	<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE</u>	<u>EMAIL</u>
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**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

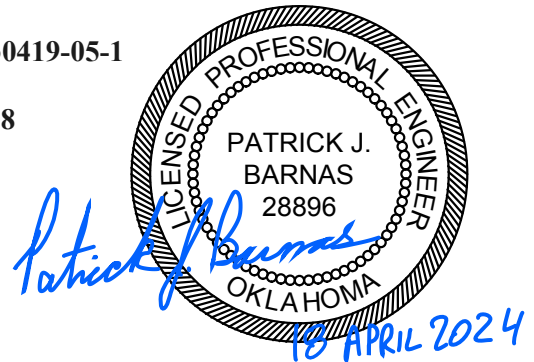
Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 2

April 18, 2024



TO ALL PROSPECTIVE BIDDERS:

1. The following modifications and clarifications to the **Project Plans/Specifications** have been made.

- A. **Clarifications/Additional Information** Bidders shall take note of the following clarifications/additional information to the Plans and Specifications.
- i. Attached for reference are the latest set of the manufacturer plans, as received from the City on 12/22/2023, for the Temporary Terminal Building. The layout of door openings, interior configuration, and the location of utility connections for the exact building to be installed may vary.
 - ii. If a DBE firm is utilized on the project a completed Letter of Intent shall be submitted for each DBE firm used, along with the completed Utilization Statement. If a DBE firm is not used, only the Utilization Statement will need to be submitted with the project DBE utilization goal of 0.00% filled in.

2. Additional Information:

- A. All bidders must acknowledge receipt of Addendum Nos. 1&2 in the space provided in the Proposal Form of the Project Specifications. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.
- B. Upon receipt of this addendum, you **must** sign and return the acknowledgement form on Page 2 of this addendum by e-mail to:

LOCHNER
E-Mail: OKCBids@hwlochner.com

**CITY OF SHAWNEE, OKLAHOMA
SHAWNEE REGIONAL AIRPORT**

Base Bid:

Site Preparation for Temporary Terminal Building

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1

LOCHNER PROJECT NO. 15710-TO08

ADDENDUM NO. 2

April 18, 2024

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 2

The undersigned hereby declares that he/she has received Addendum No. 2, dated April 18, 2024, for the subject project. The undersigned will incorporate this Addendum with his/her proposal:

Name of Company: _____

Signature: _____

Title: _____

PROJECT NAME: MOBILE MODULAR - MM2468-1	
BUILDING SQ. FOOTAGE: 1504 SQ. FT.	
TEXAS	OKLAHOMA
2002 NEC	1999 NEC
2003 IBC	2005 NEC
2003 IMC	2003 IBC W/ MOD.
2003 IPC	2003 IMC
2003 IECC	2003 IPC
1994 TAS	2003 IECC
USE GROUP: E OR B	LS. 101
CONSTRUCTION TYPE: IBC: V-B	ASHRAE 55-90.1
OCCUPANT LOAD: 72	ASHRAE 90.1-2004
PERMISSIBLE GAS TYPE: ☐ LP ☐ NATURAL ☒ IN/A	

ROOF LIVE LOAD: 20 PSF
FLOOR LIVE LOAD: 50 PSF
CONC. FLOOR LIVE LOAD: 2000 LBS
WIND LOAD: (130 MPH 3-SEC GUST)
EXPOSURE: B
SEISMIC DESIGN CATEGORY B

1. HANDICAP ACCESS & SIGNAGE TO BE PROVIDED AS REQUIRED BY OTHERS AS APPLICABLE.
2. THE BUILDING IS TO BE LOCATED PER THE REQUIREMENTS OF TABLE 602 OF THE 2003 IBC
3. FIRE EXTINGUISHER(S) SHALL BE INSTALLED ON-SITE BY OTHERS.
4. ANY REQUIRED ALARM SYSTEM SHALL BE INSTALLED BY OTHERS.
5. ANY REQUIRED FLOOR DRAIN FOR THE RESTROOM SHALL BE INSTALLED ON-SITE BY OTHERS.
6. ANY REQUIRED 18" VERTICAL GRABBER SHALL BE & SUPPLIED BY OTHERS.
7. ANY REQUIRED EXTERIOR EMERGENCY LIGHTING SHALL BE INSTALLED ON-SITE BY OTHERS.

1. FOUNDATION AND ANCHORING ARE SUBJECT TO ACCEPTANCE AND INSPECTION BY LOCAL AUTHORITY HAVING JURISDICTION.
2. TIE-DOWN ANCHORING: SEE SHEET S-2
3. CRAWL SPACE VENTILATION TO BE PROVIDED BY OTHERS ON-SITE PER 1203.3.1 OF THE 2003 IBC

NOT INCLUDED IN THE SCOPE OF WORK

1. UTILITIES AND UTILITY CONNECTIONS
2. POURED CONCRETE (DRIVEWAY, SIDEWALK, SLABS, FOOTINGS, ETC.)
3. SITE PREPARATION
4. TAX OF ANY KIND.
5. BUILDING PERMITS.

SITE WORK

1. OWNER IS TO EXAMINE THE SITE AND SHALL VERIFY ALL EXISTING CONDITIONS, NO PROVISION FOR SITE WORK HAS BEEN INCLUDED. IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE ACCESS TO THE SITE. THE SITE WILL PROVIDE CLEAR ACCESS FOR TRUCKS AND MODULARS.
2. ALL ELECTRICAL, PLUMBING, SEWER & GAS SERVICE CONNECTIONS AND ALL CONCRETE WORK AT THE SITE TO INCLUDE POURED PIERS, FOUNDATION, SLABS, SIDEWALKS, DRIVEWAYS OF WHATEVER KIND ARE THE RESPONSIBILITY OF THE OWNER.

STATE DECAL: STATE DECAL AND DATA PLATE PLACED IN PANEL BOX; OR PLACE ABOVE CEILING ON HITCH END (IF NO PANEL IS ON UNIT)
DECAL: MOBILE MODULAR ON REAR ENDWALL (SEE A-4)

OUTRIGGERS: 96" O.C. W/ 96" O.C FRAME CLIPS
CROSSMEMBERS: 48" O.C.
BEAM: 12" JR. I-BEAM (99-1/2" CENTERS)
HITCH: DETACHABLE HITCH
AXLES: THREE W/ NEW BRAKES ON TWO AXLES
(ALLOW FOR QUAD W/ EXTRA HANGERS)
TIRES: G (14-PLY)
FRAME: MEDIUM
RUN WIRING FOR TAIL LIGHTS;AMTEX TO INSTALL TAIL LIGHTS

BOTTOM BOARD: ROLL, POLYETHYLENE FIBER MESH
INSULATION: R-19 UNFACED (FORMALDEHYDE FREE)
JOISTS: 2x6 NO. 2 SYP OR BTR. AT 16" O.C.
SIDEBOARD JOISTS: DOUBLE 2x6 SYP NO 2 OR EQUAL
DECKING: 3/4" T&G PLYWOOD
(SHIPLOOSE 5/8" FILLER STRIPS FOR MATELINE)
FLOOR COVER: 1/8" TIL #15186 - SANDRIFT WHITE
HOLD TILE BACK 5/8" FROM MATELINE
ALL TILE TO BE RAN THE SAME DIRECTION; NOT STAGGERED
COVE BASE: 4" VINYL CB-67 - DOVE GRAY (HOLD BACK 18")

SIDEWALL HEIGHT: REFERENCE SHEET A-3
STUDS: 2x4 NO. 2 SYP OR BTR AT 16" O.C.
FLOOR: 1x12 DOUGL. FIR OR SIDEWALLS ONLY
BOTTOM PLATE: SNGL 2x4 SYP NO. 2 OR BTR
TOP PLATE: DBL 2x4 SYP NO. 2 OR BTR
HEADERS: DOUBLE 2x4 SYP WITH 1/2" PLYWOOD FILLER
FIRE BLOCKING: 2 MIN. AT ALL PENETRATIONS
INSULATION: R-13 Faced (FORMALDEHYDE FREE)
SHEATHING: WYERHAUSER OR EQUIV. (FULL PERIMETER)
AND 3/8" CDX PLYWOOD (ENDWALLS ONLY)
HOLDING SIDING UP 1"
EXT. TRIM: 26GA R-PANEL - TOP, BOTTOM, CORNERS,
WINDOWS & DOORS
LIGHT STONE
COCOA BROWN @ RAKE & EAVE TRIM
SKIRTING: [14] SHEETS OF 3x9" 26GA R-PANEL
[17] SHEETS OF 3x9" PERFORATED R-PANEL
LIGHT STONE

WALL HEIGHT: FULL HT. @ CENTER CLASSROOM WALL
OPTIONAL WALLS: 7'-11"; PLENUM WALL @ 8'-1 1/2"
STUDS: 2x4 SYP. 2' OR BTR @ 16" O.C.
BOTTOM: 2x4 SYP. 2" SPTS: SWS 2" SYP. 2' OR BTR
TOP PLATE: DBL 2x4 SYP. 2" OR BTR
HEADERS: SINGLE 2x4 SYP PLATE
FIRE BLOCKS: 2x4 MIN. AT CLG LINE AS REQ'D.
COVERING: 1/2" WOOD LAMINATE GRAY
TRIM: STD. W.G.C. - 1" WIDTH
3" TRI-MOLD @ CORNERS
3" BATT. @ VERTICAL JOINTS
INSTALL CEILING FAN @ PARTITIONS
HOLD BACK TOP TRIM ONLY
SHOULDER 3" BATTENS FOR MAELINES
FRP: 4" BATT. @ BEHIND WALL SIDE OF W.C.
INSULATION: R-11 UNFACED IN CENTER CLASSROOM WALL

SIZE/TYPE: 46" X 39" H.S. BRONZE/CLEAR
 DUAL INSULATED GLASS / LOW E
 BRAND: H-R
 MISC: SETS OF 45" ALUMN. MINIBLINDS
 (INSTALL W/ BUTYL TAPE & DECK/DRYWALL SCREWS)
 NO NAILS ARE PERMITTED FOR WINDOW INSTALLATION

EXTERIOR: 36"x80" STEEL ACTIVE (RLC3) W/ BRONZE ALUMINUM FRAME & 12x12 WIRED GLASS
PAINTED: (EXT. SIDE) CAPE; (INT. SIDE) HONEY PECAN
 EXTERIOR HARDWARE
 PANIC/LEVER (MONARCH 19RL)
 MORTISE CYLINDER (6-PIN IC CORE)
 HYD. CLOSER (NORTON 161 BFXAL)
 BOTTOM SWEEP
 SPECIAL CAP 3/4"x1/3"x16"x3/4"
 INSTALL 1" BUTT T&A 1-5/8" DECK SCREWS
 NO NAILS ARE PERMITTED FOR THIS INSTALLATION
 MIN. 2" KEYS PER LOCKING DOOR (INTERIOR & EXTERIOR)
 INTERIOR: 36"x80" LEGACY WALNUT - HOLLOW CORE
 3/4" BACKSET FOR HARDWARE
 INTERIOR HARDWARE
 PASSAGE (SCHLAGE AL70PD - SATURN LEVER)
 PRIVACY (SCHLAGE AL65-SA-626-WA)
 TIMELY-FRAME (BRONZE STEEL)
 TIMELY-HINGES W/ 626 FINISH
 MISC. WALL, MTD., DOOR STOPS.

RAFTERS: 2x6 #2 SYP. OR BTR. @ 24" O.C.
RIM MBR: SNG. 2x6 SYP #2
RIDGE BEND: 3 LAYER - 28" HEIGHT & 64' LENGTH
CEILING: 2x4' ACUSTIC TILE LAYIN @ 7'-11" A.F.F.
CEILING TO FLOAT OVER INTERIOR WALLS
ARMSTRONG #3910 12" X 12" FIBER GLASS TILE
ARMSTRONG PRELUDE XL WHITE GRID
(MAIN TEES TO RUN FULL LENGTH @ 48" O.C.)
INSULATION: R-30C UNFACED (FORMALDEHYDE FREE)
SHEATHING: (1) LAYER 15# FELT OR EQUIV. FREE
1/2" CDX PLYWOOD W/ H-CLIPS
ROOFING: .0130 296# IRN STEEL (GALVALUME)
OVERLAP OVERLAP OVERLAP OVERLAP 12 PITCH
NOTE: 12" MODULNE ROOF-FLASHING (4" DOWN)
"CHRISTMAS FOLD" METAL @ ENDWALL ENDS
APPLY SILICONE @ RAKE TRIM TO ROOF TRANSITION

SERVICE: 120/240V SINGLE PHASE
LOAD CENTER: [01] 200 AMP, EXCT. MOUNT LOAD CTR.
W/150 AMP MAIN (NEMA-3R)
MODEL: CUTLER HAMMER 125N200R W/BW2150
ENTRANCE: ON-SITE BY OTHERS
WIRING: EMT [02] #12 WIRE & MC CABLE FIXTURE WHIPS
LIGHTS: [02] 48" T-8 4 TUBE FLUORESCENT TROFFERS
W/ DIFFUSE LENS
[02] PORCH UT W/ PHOTO-CELL FLUORESCENT
[02] EMERGENCY/EXIT LIGHT W/ BATTERY BACKUP
OPTIONAL FANS: [02] 100CFM EXHAUST FAN/LIGHT COMBO
RECEPTS: [10] STD. 120V DUPLEX RECEPTABLES
[01] W.P. EXCT. GFCl 120V RECEPTACLE
SWITCHES: SEE SHEET E-1

NOTES: [02] 2x4 EMPTY BOX W/ 3/4" EMT STUBBED
[08] UP ABOVE CEILING & DOWN BELOW FLOOR
[09] 4x4x2 EMPTY BOX W/ 3/4" EMT STUBBED
[07] ABOVE CEILING (FUTURE FIRE ALARM)
[01] 2x4 WIRED J-BOXES
[01] 2x4 EXTER NEMA 3R RECESSED J-BOX
[03] 12x12x4 JTBX SHD. ABOVE CEILING

JUN 1 2006

NOTE: FOUNDING OF STRUCTURE IS IN ACCORDANCE WITH THE BUILDING DEPARTMENT RECORDS AND WAS PURSUANT TO THE CITY OF LOS ANGELES ORDINANCES.

WATER SUPPLY: CPVC
WASTE: PVC SCHEDULE 40 [MULTIPLE DROPS]
WATER HEATER: [01] EEMAX SP-55
WATER CLOSET: [02] H.C.P. ELONGATED BOWL W/ TANK
W.C.: BRIGGS 4878-130
L.H. TANK: BRIGGS 4440-130
R.H. TANK: BRIGGS 4442-130
LAVATORY: [02] WALL HUNG AT HANDICAP HS. W/
DUAL LEVER FAUCET, INSULATE HOT
SUPPLY AND DRAIN TAILPIECE.
GERBER #12-654

MISC:INSTALL 2-SETS OF S.S. GRAB BARS
[02] T.P. HOLDERS, [02] 18"X36" FRAMED MIRRORS
A SERVICE SINK SHALL BE AVAILABLE ON-SITE OR BE
INSTALLED AS REQUIRED BY LOCAL OFFICIALS.
DRINKING FOUNTAIN SHALL BE AVAILABLE ON-SITE OR
BE INSTALLED BY OTHER AS REQUIRED BY LOCAL
OFFICIALS.
ALL FIXTURE MOUNTING HEIGHTS PER STATE CODE

HVAC: [02] 3-TON WALL MTD. WITH 10 KW HEAT STRIP
CRV-3/ W 60A DISCONNECT (BARD - BEIGE)
MODEL #: WA37A10VXXXXX
THERMOSTAT: [02] PROGRAMMABLE (ROBERT SHAW 9600)
DUCTS: FIBERGLASS - 1-1/2" (R-6)
SUPPLY: 24"x24" DIFFUSER
(SHOEMAKER 104 SERIES OR EQUAL, 4-WAY
STAMPED, CURVED BLADE, W/ 12X12 FACE)
NC (NOISE COEFFICIENT) TO BE LESS THAN 35
RETURN-AIR: ABOVE CEILING WALL
W/ JUMP DUCTS & FLEX (R-6)
MISC: FRESH AIR VENTILATION IS PROVIDED THRU
MOTORIZED AIR DAMPER IN THE HVAC SYSTEM.

MISC: [02] 5# WALL MOUNTED FIRE EXTINGUISHERS
 W/ 1YR. CERTIFICATION TAG (SHIPDOOSE)
 [02] 4'x4' CORK BOARDS (BESTRITE)
 [04] 8'x4' MARKER BOARDS (BESTRITE)
ADDITIONAL SHIPDOOSE
 12" PEEL & SEAL & POLYGUARD 600
 TRIM (CORNERS & Z's FOR APPL)
 ALL FASTENERS FOR SKIRTING

COVER SHEET / SPECIFICATIONS
ENERGY DESIGN INFORMATION
FLOOR PLAN
CROSS-SECTION
EXTERIOR ELEVATION
HVAH LAYOUT
ELECTRICAL
PANEL BOX & ELECTRICAL
PLUMBING
RIDGE BEAM
BLOCKING & TIEDOWN
HEAT LOSS CALCULATIONS

STATE OF LOUISIANA
JOSEPH H. STEEDE, JR.
LICENSE NO. 30060
REGISTERED PROFESSIONAL ENGINEER

SEE ATTACHED

JOE STEEDE, P.E.
13899 GOLDMARK, SUITE 374
DALLAS, TX 75250 PHONE: (972) 238-1611

ODE COUNCIL

LTR	REVISION	BY	DATE	DRAWN BY:	M.I.S.	PROJECT:	TITLE:	CHECKED BY:	DRAFTER SPECIFICATIONS:	ARC		832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.I.S.	4/2/08			MOBILE MODULAR			Date JUN 1 0 2008	SHEET	(972) 276-7626 FAX: (972) 276-5105 email: engineering@amtexcorp.com	
			DATE:	4/2/08	Signature	N.T.S.	Title: Plan Reviewer Certificate No.		MMZBBS signature			

APPROVAL LIMITED TO FACTORY BUILT PORTION

ENERGY DESIGN INFORMATION: [TX.]

CLIMATE ZONE: 4b window and glazed door area 10 percent or less
HDD [HEATING DEGREE DAYS]: 1371

R-VALUES TO COMPLY WITH TABLE: 802.2(13)
ACTUAL INSULATION R-VALUES IN BUILDING:
CEILING: ALL WOOD JOIST / TRUSS - R-30
FLOOR: ALL WOOD JOIST / TRUSS - R-19
WALLS: WOOD FRAME, ANY SPACING - R-13

WINDOW U-FACTOR: 0.55
WINDOW SHGC: 0.33
GLASS DOOR U-FACTOR: 0.00
GLASS DOOR SHGC: 0.00

SOLID DOOR U-FACTOR: 0.50

SWITCHING SCHEMES SHALL BE PER ELECTRICAL PLAN

LIGHT FIXTURES: 48" 4-TUBE T-8 W/ ELEC. BALLAST AT 122 WATTS
PORCH LIGHT FLUORESCENT W/ ELEC. BALLAST AT 13 WATTS
FAN/LIGHT 60 WATT INCANDESCENT
EMERGENCY/EXIT LIGHT 40 WATT INCANDESCENT

EQUIPMENT EFFICIENCIES: HVAC MUST COMPLY WITH SECTION 803
AND TABLE 803.2.2(1) OF THE 2003 IECC [MIN. 9.7 SEER]
WATER HEATING COMPONENTS SHALL BE PER SECTION 804 AND
TABLE 804.2 OF THE 2003 IECC TO BE CONSISTENT WITH THE
NATIONAL APPLIANCE ENERGY CONSERVATION ACT OF 1987.

SYSTEM CONTROLS: HEATING AND COOLING SYSTEMS SHALL
BE PROVIDED WITH PROGRAMMABLE THERMOSTAT PER
SECTION 803.2.3.1 OF THE 2003 IECC.

OUTDOOR AIR VENTILATION RATES SHALL COMPLY WITH
TABLE 403.3 OF THE 2003 IECC: 20 CFM PER PERSON

DUCT INSULATION SHALL COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC:
R-5 INSULATION WHEN LOCATED IN UNCONDITIONED SPACE
R-8 INSULATION WHEN LOCATED OUTSIDE BUILDING ENVELOPE
DUCT SEALING MUST COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC.

ENERGY DESIGN INFORMATION: [OK.]

CLIMATE ZONE: 8 window and glazed door area 10 percent or less
HDD [HEATING DEGREE DAYS]: 3691

R-VALUES TO COMPLY WITH TABLE: 802.2(20)
ACTUAL INSULATION R-VALUES IN BUILDING:
CEILING: ALL WOOD JOIST / TRUSS - R-30
FLOOR: ALL WOOD JOIST / TRUSS - R-19
WALLS: WOOD FRAME, ANY SPACING - R-13

WINDOW U-FACTOR: 0.55
WINDOW SHGC: 0.33
GLASS DOOR U-FACTOR: 0.00
GLASS DOOR SHGC: 0.00

SOLID DOOR U-FACTOR: 0.50

SWITCHING SCHEMES SHALL BE PER ELECTRICAL PLAN

LIGHT FIXTURES: 48" 4-TUBE T-8 W/ ELEC. BALLAST AT 122 WATTS
PORCH LIGHT FLUORESCENT W/ ELEC. BALLAST AT 13 WATTS
FAN/LIGHT 60 WATT INCANDESCENT
EMERGENCY/EXIT LIGHT 40 WATT INCANDESCENT

EQUIPMENT EFFICIENCIES: HVAC MUST COMPLY WITH SECTION 803
AND TABLE 803.2.2(1) OF THE 2003 IECC [MIN. 9.7 SEER]
WATER HEATING COMPONENTS SHALL BE PER SECTION 804 AND
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SYSTEM CONTROLS: HEATING AND COOLING SYSTEMS SHALL
BE PROVIDED WITH PROGRAMMABLE THERMOSTAT PER
SECTION 803.2.3.1 OF THE 2003 IECC.

OUTDOOR AIR VENTILATION RATES SHALL COMPLY WITH
TABLE 403.3 OF THE 2003 IECC: 20 CFM PER PERSON

DUCT INSULATION SHALL COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC:
R-5 INSULATION WHEN LOCATED IN UNCONDITIONED SPACE
R-8 INSULATION WHEN LOCATED OUTSIDE BUILDING ENVELOPE
DUCT SEALING MUST COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC.

ENERGY DESIGN INFORMATION: [LA.]

CLIMATE ZONE: 4b window and glazed door area 10 percent or less
HDD [HEATING DEGREE DAYS]: 1810

R-VALUES TO COMPLY WITH TABLE: 802.2(13)
ACTUAL INSULATION R-VALUES IN BUILDING:
CEILING: ALL WOOD JOIST / TRUSS - R-30
FLOOR: ALL WOOD JOIST / TRUSS - R-19
WALLS: WOOD FRAME, ANY SPACING - R-13

WINDOW U-FACTOR: 0.55
WINDOW SHGC: 0.33
GLASS DOOR U-FACTOR: 0.00
GLASS DOOR SHGC: 0.00

SOLID DOOR U-FACTOR: 0.50

SWITCHING SCHEMES SHALL BE PER ELECTRICAL PLAN

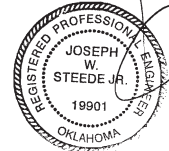
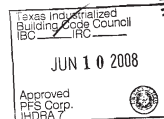
LIGHT FIXTURES: 48" 4-TUBE T-8 W/ ELEC. BALLAST AT 122 WATTS
PORCH LIGHT FLUORESCENT W/ ELEC. BALLAST AT 13 WATTS
FAN/LIGHT 60 WATT INCANDESCENT
EMERGENCY/EXIT LIGHT 40 WATT INCANDESCENT

EQUIPMENT EFFICIENCIES: HVAC MUST COMPLY WITH SECTION 803
AND TABLE 803.2.2(1) OF THE 2003 IECC [MIN. 9.7 SEER]
WATER HEATING COMPONENTS SHALL BE PER SECTION 804 AND
TABLE 804.2 OF THE 2003 IECC TO BE CONSISTENT WITH THE
NATIONAL APPLIANCE ENERGY CONSERVATION ACT OF 1987.

SYSTEM CONTROLS: HEATING AND COOLING SYSTEMS SHALL
BE PROVIDED WITH PROGRAMMABLE THERMOSTAT PER
SECTION 803.2.3.1 OF THE 2003 IECC.

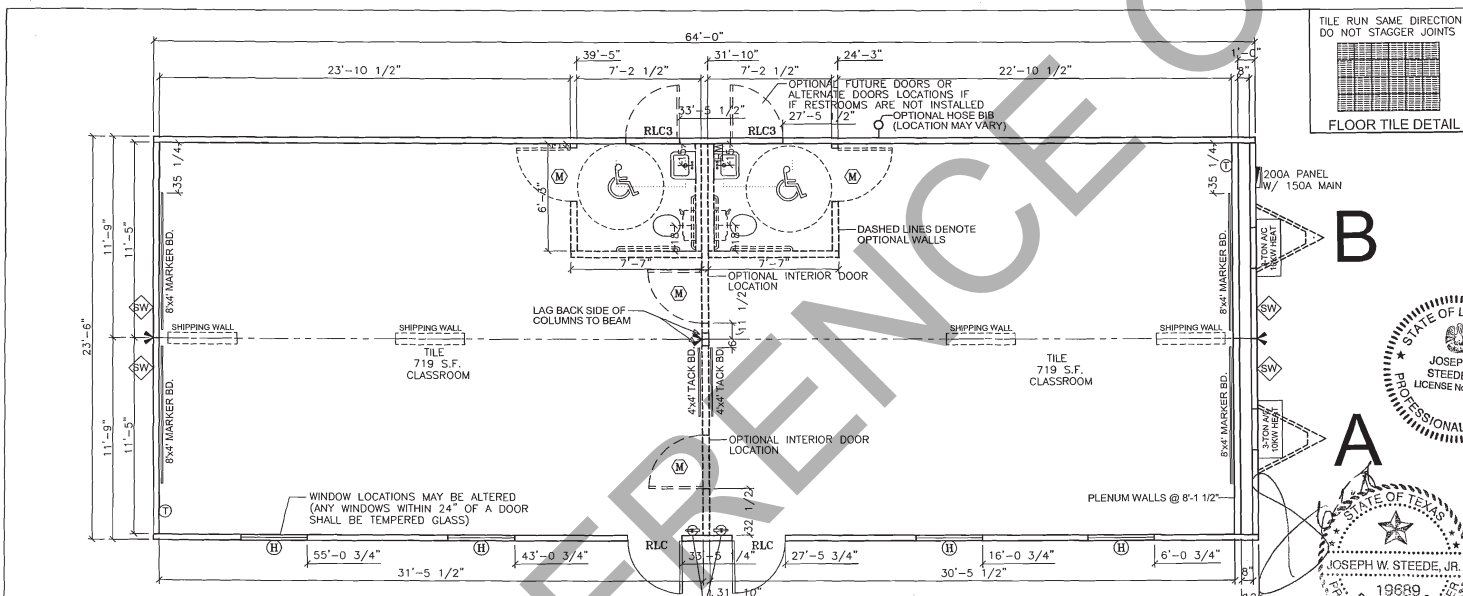
OUTDOOR AIR VENTILATION RATES SHALL COMPLY WITH
TABLE 403.3 OF THE 2003 IECC: 20 CFM PER PERSON

DUCT INSULATION SHALL COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC:
R-5 INSULATION WHEN LOCATED IN UNCONDITIONED SPACE
R-8 INSULATION WHEN LOCATED OUTSIDE BUILDING ENVELOPE
DUCT SEALING MUST COMPLY WITH SECTION 803.2.8 OF
THE 2003 IECC.



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DALLAS, TX 75250 PHONE: (972) 238-1611

LTR	REVISION	BY	DATE	DRAWN BY:	PROJECT:	TITLE:	SHEET	AMTEX	832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	ENERGY DESIGN INFORMATION	A-1.1	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexcorp.com	
				DATE: 4/2/08	SCALE: N.T.S.	DWG. NO. MM2468-1			



NOTE:

1. R-11 UNFACED INSULATION IN ALL CENTER WALL.
2. INTERIOR CENTER WALL TO BE FULL HEIGHT.
3. PLACE ALL MARKER BOARDS UP 35" A.F.F.
4. PLACE ALL TACK BOARDS UP 35" A.F.F.
5. LAG ALL SHIPPING WALLS & CROSS-BRACING.

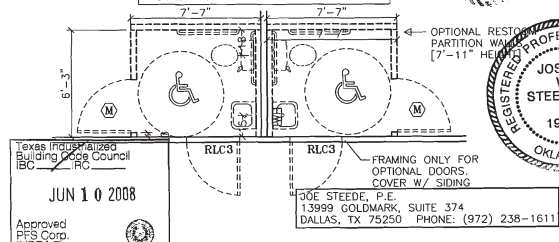
SCHEDULE \ LEGEND

KEY	ITEM DESCRIPTION	SIZE	ROUGH OPENING
RLC	36" X 80" STEEL ACTIVE (RLC3) W/ 12x12 WIRED SAFETY GLASS	36x80	37" X 81 1/4"
M	36" X 80" LEGACY WALNUT / TIMELY	36x80	37 1/4" X 81"
H	45" X 39" H.R. H.S. BRONZE / CLEAR DUAL INSULATED / LOW E	46x39	46 1/2" X 39 1/2" UP 41 3/4"

SW = SHEARWALL (REF. AMTEX DESIGN MANUAL SECTION 07.101.001 FOR FASTENING)

= MINIMUM 3-2x4 STUD SYP No. 2 COLUMNS WITH MIN. 2-20ga X 1-1/4" STRAPS FASTENED WITH MINIMUM 9-EACH No 10 SCREWS EACH END OF EACH STRAP.

NOTE: PLAN MAY BE MIRRORED IMAGE

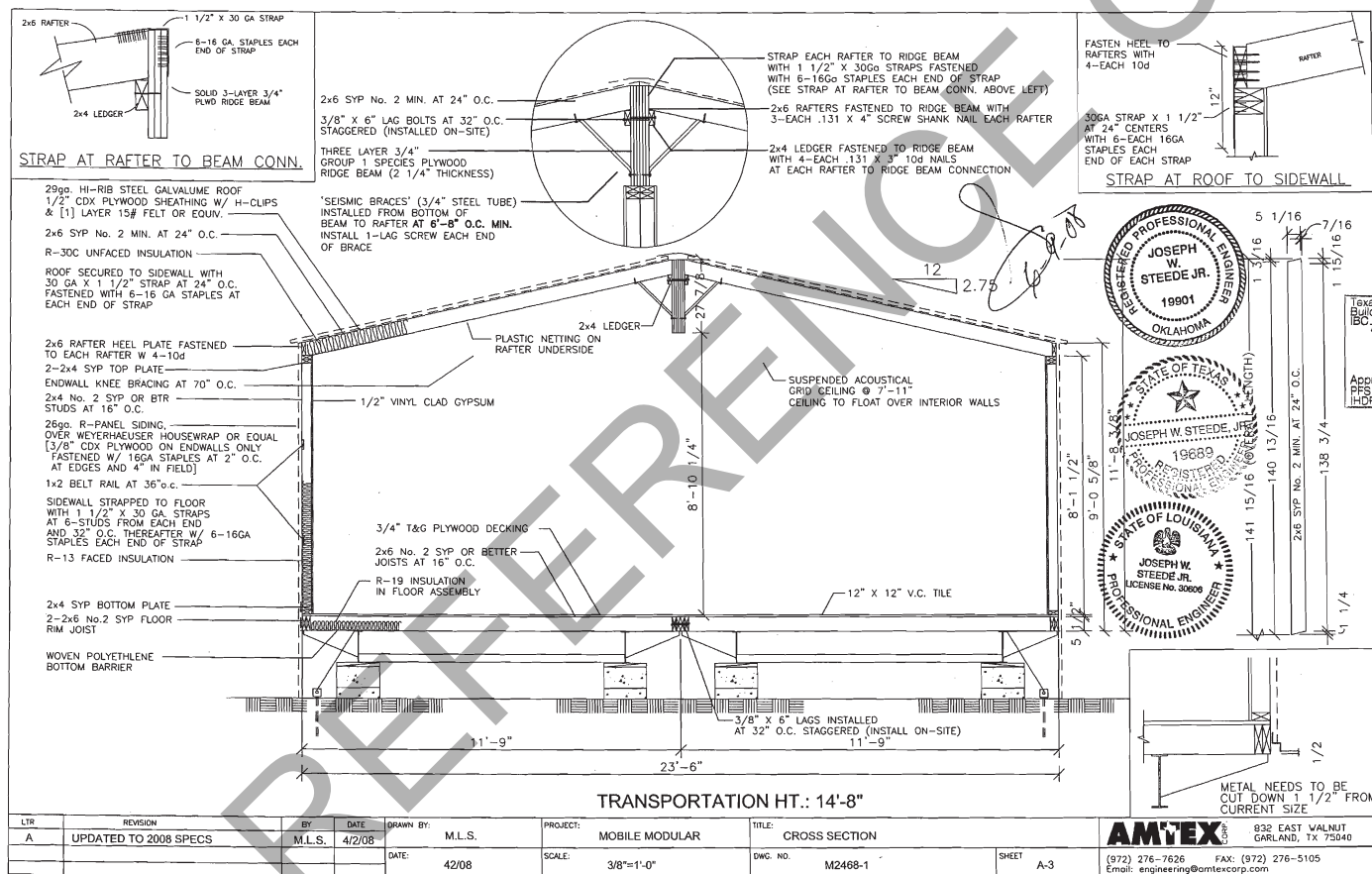


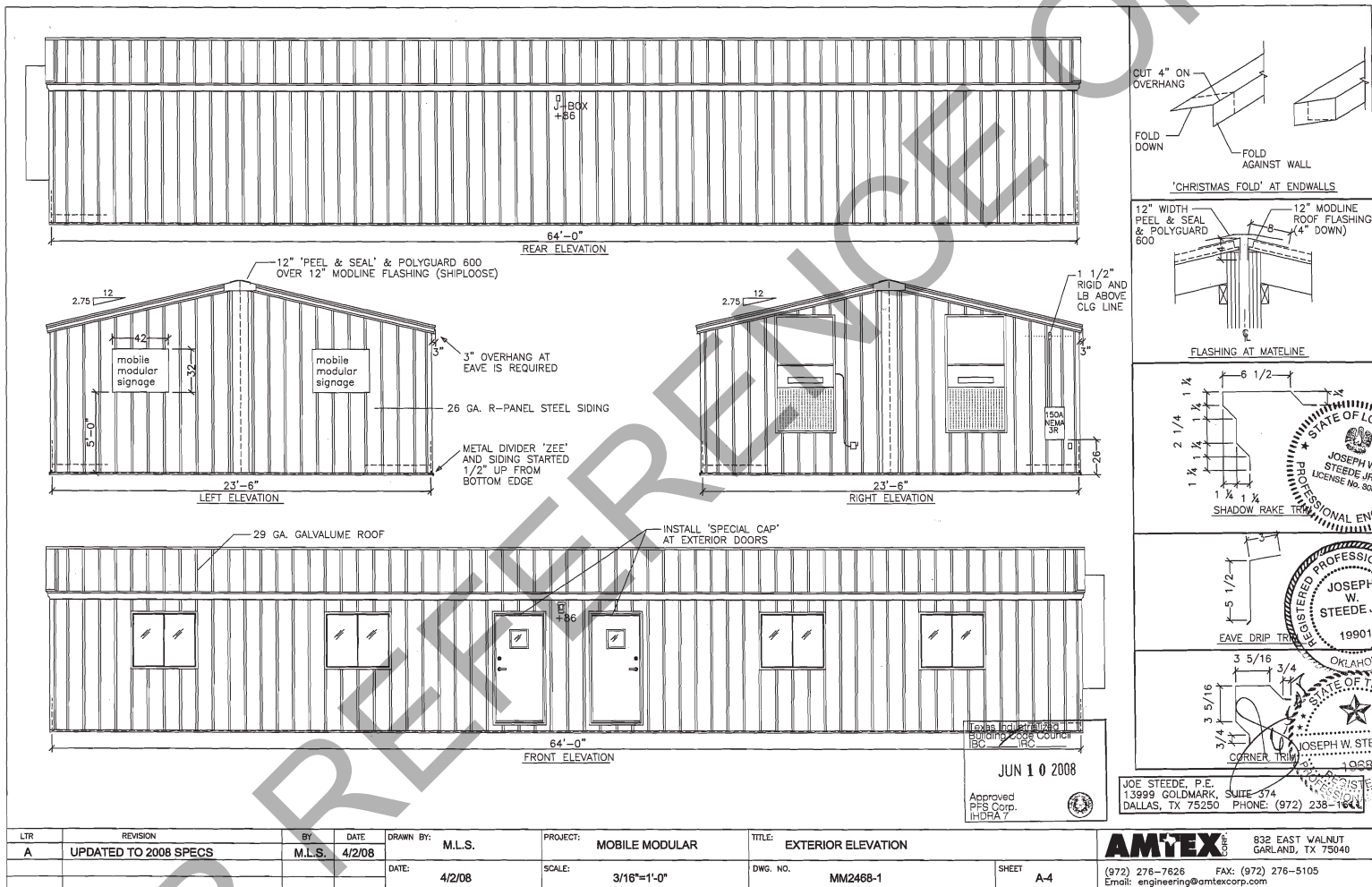
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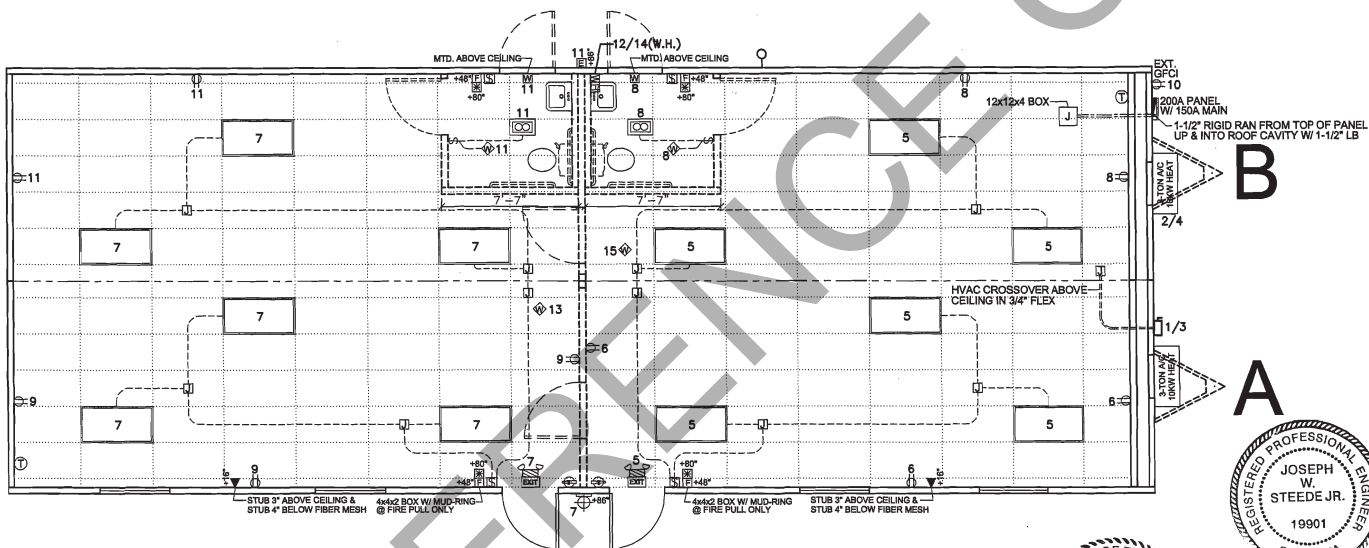
A



LTR	REVISION	BY	DATE	DRAWN BY	M.I.S.	PROJECT	MOBILE MODULAR	TITLE	FLOOR PLAN	DATE	JUN 10 2008	APPROVED	PPS Corp. H-187A-7	DOE STEEDE, P.E.	13999 GOLDMARK, SUITE 374 DALLAS, TX. 75250 PHONE: (972) 238-1611	AMTEX	832 EAST WALNUT GARLAND, TX 75040	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexcorp.com
A	UPDATED TO 2008 SPECS	M.I.S.	4/2/08															

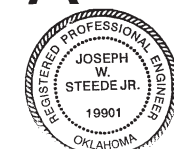






SYMBOL LEGEND

	2'x4' T-8 4 TUBE TROFFER W/ DIFFUSED LENS		4x4x2 EMPTY J-BOX W/ 3/4\"/>		EXT. DISCONNECT		200 AMP LOAD CENTER W/ 150A MAIN BREAKER (CUTLER HAMMER)
	75 CFM FAN LIGHT COMBO		WIRED J-BOX MTD. ABOVE CEILING W/ COVER PLATE		120v DOUBLE TOGGLE SWITCH		THERMOSTAT LOCATION (+48\"/>
	EXT. PORCH LIGHT W/ PHOTO CELL		2x4x2 WIRED WALL MTD. WIRED J-BOX W/ COVER PLATE		120v SINGLE TOGGLE SWITCH		EMPTY FIRE ALARM BOXES STUBBED UP W/ EMT
	EMER./EXIT W/ BATT. BACKUP		2x4x2 EXTERIOR WIRED J-BOX RECESSED IN WALL (NEMA 3R)		120v DUPLEX RECP.		FIRE PULL UP 48\"/>
							4x4x2 EMPTY BOX
							4x4x2 EMPTY BOX



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LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE	DWG. NO.	SHEET	AMTECH	832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	ELECTRICAL	MM2468-1	E-1	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtechcorp.com	
				DATE:	SCALE:					
				4/2/08	3/16"=1'-0"					

PANEL BOX LOAD CALCULATION
02 3-TON AC W/10KW (HEATING CONTROLS)

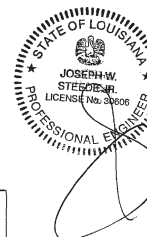
21248 WATTS

OTHER LOADS:

12 FOUR TUBE FLR. LIGHT AT 122 WATTS EACH X 125%	1830 WATTS
01 FLUORESCENT PORCH LIGHT AT 13 WATTS EACH X 125%	16 WATTS
01 120V WIRED J-BOX AT 13 WATTS X 125% (EXTERIOR)	16 WATTS
10 120V RECEPTACLES AT 180 WATTS EACH	1800 WATTS
01 W.P. EXT. GFCI 120v RECEP. AT 180 WATTS	180 WATTS
02 120v WIRED J-BOX AT 800 WATTS EACH	1600 WATTS
02 EMER/EXIT SIGN W/ BATT. BACKUP AT 18 WATTS X 125%	45 WATTS
02 120V WIRED J-BOX AT 18 WATTS EACH X 125% (ABOVE DOOR)	45 WATTS
02 75CFM FAN LIGHT COMBO AT 156 WATTS	312 WATTS
02 120v WIRED J-BOX AT 156 WATTS EACH (R.R.'S)	312 WATTS
01 EEMAX SP-55 WATER HEATER AT 5500 WATTS	5500 WATTS
	32904 WATTS

TOTAL LOADS:
32904 WATTS ÷ 240 = 137 AMPS

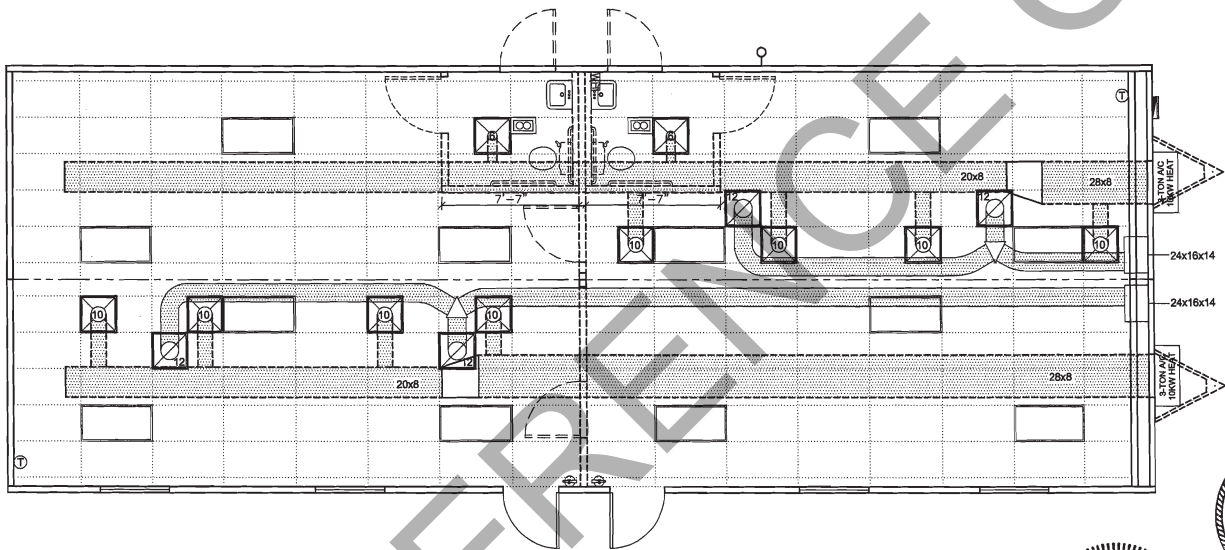
PANEL BOX 200 AMP W/ 150A MAIN BREAKER EXTERIOR NEMA-3R											
WIRE	CIRCUIT	AMP				AMP				CIRCUIT	WIRE
#6	HVAC UNIT BUILDING A	60	1	2	60	60	1	2	60	HVAC UNIT BUILDING B	#6
		2P	3	4	2P						
#12	LIGHTS	20	5	6	20	RECEPTACLES	#12				
#12	LIGHTS	20	7	8	20	RECEPTACLES	#12				
#12	RECEPTACLES	20	9								
#12	RECEPTACLES	20	11	10	20	EXTERIOR RECEP.	#12				
#12	WIRED J-BOX	20	13	12	30						
#12	WIRED J-BOX	20	15	14	2P	WATER HEATER OPTIONAL	#10				
GROUND BAR						NEUTRAL					



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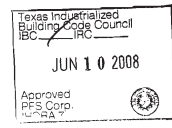
LTR	REVISION	BY	DATE	DRAWN BY:	PROJECT:	TITLE:			
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	PANEL BOX & ELECTRICAL CALCS.			
				DATE: 4/2/08	SCALE: N.T.S.	DWG. NO. MM2468-1	SHEET E-1.1		

AMTEx 832 EAST WALNUT GARLAND, TX 75040
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B

A



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SYMBOL LEGEND

 24" X 24" DIFFUSER

 JUMP DUCT

NOTE:
1. 1-1/2" (R-6) SUPPLY & RETURN DUCT/FLEX.

LTR	REVISION	BY	DATE	DRAWN BY:	M.L.S.	PROJECT:	MOBILE MODULAR	TITLE:	CEILING & HVAC LAYOUT	
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08			DATE:	4/2/08	SCALE:	3/16"=1'-0"	DWG. NO.
									MM2468-1	SHEET
										M-1

AMTEX

832 EAST WALNUT
GARLAND, TX 75040

(972) 276-7626 FAX: (972) 276-5105
Email: engineering@amtexcorp.com

DWV PIPING LEGEND

	1 1/2" DWV LINE
	2" DWV LINE
	3" DWV LINE

NOTE: DRAIN 'TREES' ARE STUBBED THRU FLOOR ONLY AT FACTORY AND FINAL CONNECTION TO SEWER IS TO BE COMPLETED ON-SITE BY OTHERS.

PIPING 2" OR SMALLER SHALL BE SUPPORTED 4' O.C. HORIZONTALLY @ FLOOR, CEILING, & MID-STORY VERTICALLY PER TABLE 308.5 FOOT B OF THE 2003 IPC

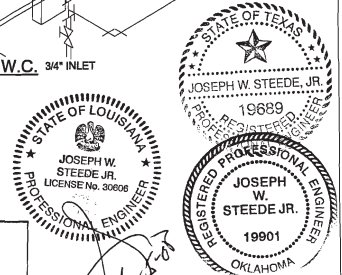
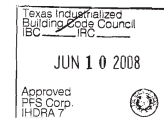
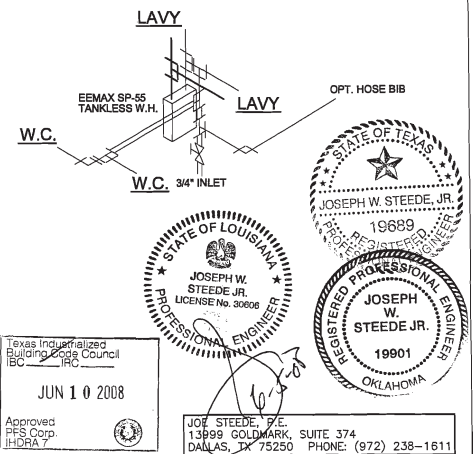
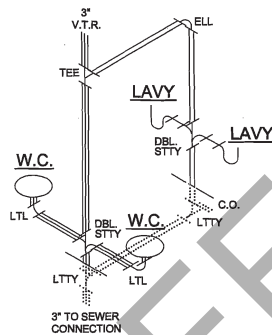
MANIFOLD PROVIDED & INSTALLED ON-SITE BY OTHERS.

WATER LINE LEGEND

	1/2" WATER LINE
	3/4" WATER LINE

NOTES:

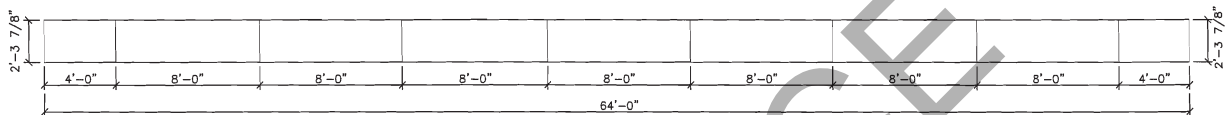
1. PER SECTION 606.2 OF THE 2003 IPC. A SHUT-OFF VALVE SHALL BE INSTALLED AT EACH FIXTURE & WATER HEATER.
2. PIPING 1" OR SMALLER SHALL BE SUPPORTED 3' HORIZONTALLY @ FLOOR, CEILING, & MID-STORY VERTICALLY PER TABLE 308.5 FOOTNOTE B OF THE 2003 IPC.



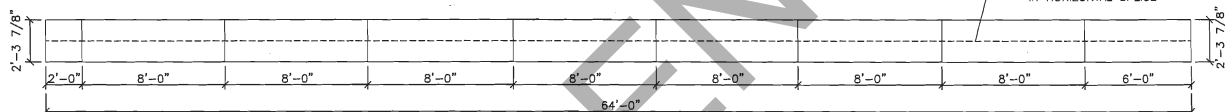
JOE STEEDE, P.E.
13999 GOLDMARK, SUITE 374
DALLAS, TX 75250 PHONE: (972) 238-1611

LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE	SHEET	AMTEX	832 EAST WALNUT GARLAND, TX 75040
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	PLUMBING - DRAIN / WATER	P-1	(972) 276-7626 FAX: (972) 276-5105 Email: engineering@amtexcorp.com	
				DATE: 4/2/08	SCALE: N.T.S.	DWG. NO. MM2468-1			

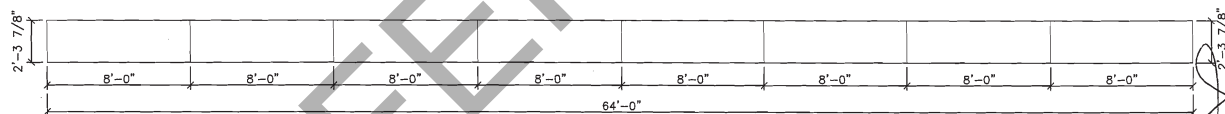
LAYER ONE



LAYER TWO

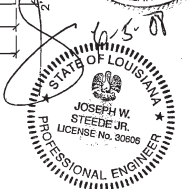
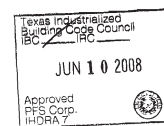


LAYER THREE



RIDGE BEAM NOTES:

1. RIDGE BEAM CONSTRUCTION IS THE SAME FOR BOTH SIDES OF UNIT (MIRRORED).
2. RIDGE BEAM IS CONSTRUCTED WITH 3/4" 5-PLY, 5-LAYER GROUP 1 SPECIES PLYWOOD.
3. RIDGE BEAM CONSTRUCTION SHALL BE IN ACCORDANCE WITH APA PLYWOOD DESIGN SPECIFICATION, SUPPLEMENT 5.



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LTR	REVISION	BY	DATE	DRAWN BY	PROJECT	TITLE		
A	UPDATED TO 2008 SPECS	M.L.S.	4/2/08	M.L.S.	MOBILE MODULAR	RIDGE BEAM		
			DATE:	4/2/08	SCALE:	3/16"=1'-0"	DWG. NO.	MM2468-1
							SHEET	S-1

AMTEX 832 EAST WALNUT GARLAND, TX 75040
(972) 276-7626 FAX: (972) 276-5105
Email: engineering@amtexcorp.com

STATE(S):

ARKANSAS

BUILDING: 2012 IBC w/AR AMENDS
2012 AR FIRE PREVENTION CODE, VOL II
2006 AR STATE PLUMB CODE, 9TH ED.
PLUMBING: 2010 AR STATE MECH CODE
MECHANICAL: -
LIFE SAFETY: -
ELECTRICAL: 2014 NEC w/AR AMENDS
ENERGY: 2014 AR ENERGY CODE (2009 IECC w/AR AMENDS)
ACCESSIBILITY: 2009 ICC/ANSI A117.1 (2012 IBC CHPT 11)

LOUISIANA

BUILDING: 2015 IBC (EXCEPT CH. 1,11,27,29)
PLUMBING: 2013 LPC
MECHANICAL: 2015 IMC
ELECTRICAL: 2014 NEC
ENERGY: ANSI/ASHRAE/IESNA 90.1 - 2010
ACCESSIBILITY: ADA/ABA-2010

OKLAHOMA

BUILDING: 2015 IBC
PLUMBING: 2015 IPC
MECHANICAL: 2015 IMC
ELECTRICAL: 2014 NEC
ACCESSIBILITY: TX ACCESSIBILITY STNDS
ENERGY: 2015 IECC

TEXAS

BUILDING: 2012 IBC 2015 IBC
PLUMBING: 2012 IPC 2015 IPC
MECHANICAL: 2012 IMC 2015 IMC
ELECTRICAL: 2014 NEC 2017 NEC
ACCESSIBILITY: TX ACCESSIBILITY STANDARDS
ENERGY: 2012 IECC 2015 IECC

ANCHOR SPACING

2000 P.S.F. SOIL BEARING CAPACITY

MPH	EXP.	A	
115/89	90	C	10'-0" 7 (UNDER EA. I-BEAM)
120/93	90	C	10'-0" 7 (UNDER EA. I-BEAM)
130/101	100	C	8'-7" 8 (UNDER EA. I-BEAM)
140/108	110	C	7'-6" 9 (UNDER EA. I-BEAM)
150/116	120	C	6'-8" 10 (UNDER EA. I-BEAM)
160/124	130	C	6'-0" 11 (UNDER EA. I-BEAM)

PIER SPACING

2000 P.S.F. SOIL BEARING CAPACITY

PAD SIZE	B	C	# OF PIERS
16"x16"	5'-8"		12 (UNDER EA. OUTSIDE I-BEAM)
		6'-11"	10 (UNDER EA. INTERIOR I-BEAM)
18"x18"	6'-2"		11 (UNDER EA. OUTSIDE I-BEAM)
		7'-9"	9 (UNDER EA. INTERIOR I-BEAM)
20"x20"	6'-11"		10 (UNDER EA. OUTSIDE I-BEAM)
		8'-10"	8 (UNDER EA. INTERIOR I-BEAM)
24"x24"	12'-5"		6 (UNDER EA. OUTSIDE I-BEAM)
		12'-5"	6 (UNDER EA. INTERIOR I-BEAM)

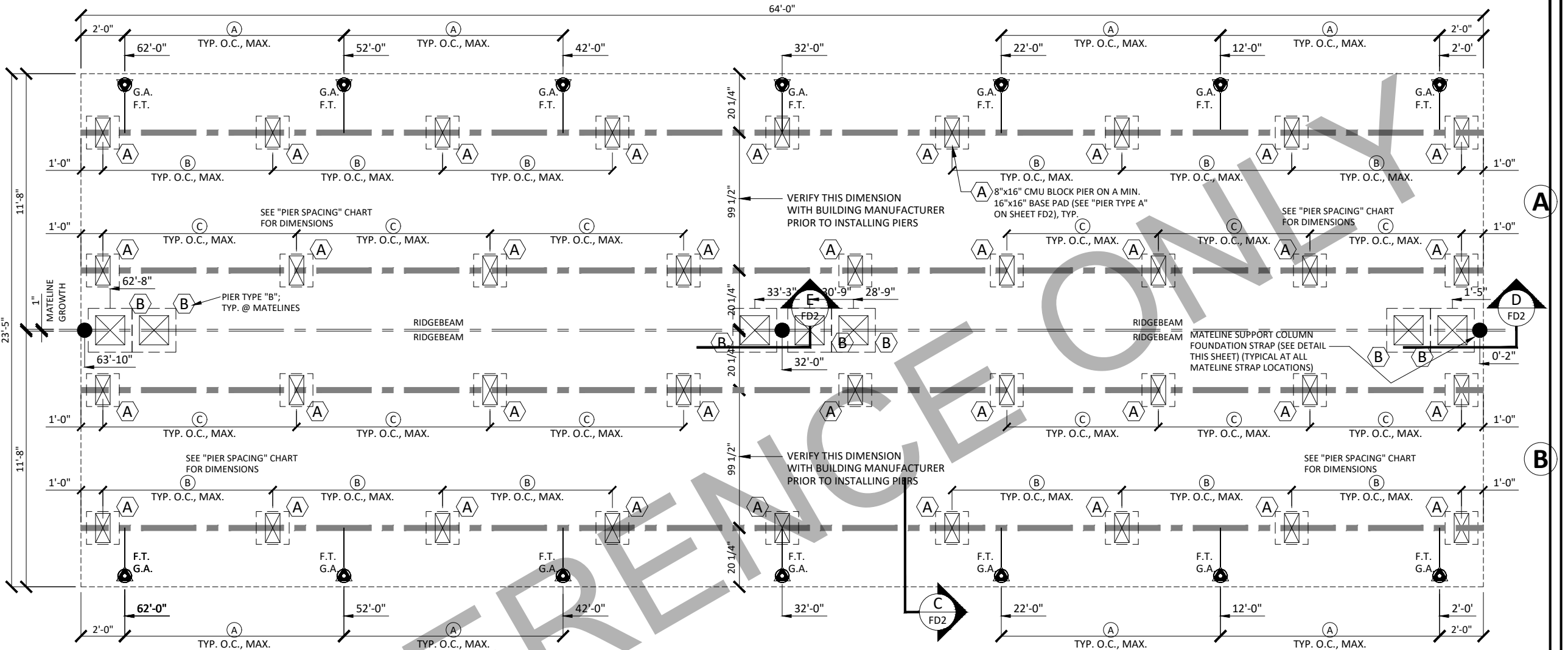
PIER SPACING

3000 P.S.F. SOIL BEARING CAPACITY

PAD SIZE	B	C	# OF PIERS
16"x16"	7'-9"		9 (UNDER EA. OUTSIDE I-BEAM)
		8'-10"	8 (UNDER EA. INTERIOR I-BEAM)
18"x18"	8'-10"		8 (UNDER EA. OUTSIDE I-BEAM)
		10'-4"	7 (UNDER EA. INTERIOR I-BEAM)
20"x20"	10'-4"		7 (UNDER EA. OUTSIDE I-BEAM)
		10'-4"	7 (UNDER EA. INTERIOR I-BEAM)
24"x24"	12'-5"		6 (UNDER EA. OUTSIDE I-BEAM)
		12'-5"	6 (UNDER EA. INTERIOR I-BEAM)

SYMBOLS:

- F.T. - FRAME TIE-DOWN FASTENED TO GROUND ANCHOR
G.A. - HURRICANE STRAP FASTENED TO GROUND ANCHOR
- CMU BLOCK PIER AND PAD BELOW



FOUNDATION PLAN

SCALE: 1/4"=1'-0"

WIND: 115/89 to 160/124 (Vult/Vasd) MPH - EXP.C

SOIL: 2000/3000 P.S.F.

FOUNDATION NOTES:

NOTE: ALL REQUIRED BUILDING AND/OR CONSTRUCTION PERMITS MUST BE APPLIED FOR AND OBTAINED FROM THE LOCAL AUTHORITIES HAVING JURISDICTION PRIOR TO ANY WORKED BEING DONE ON THE ABOVE SHOWN FOUNDATION DESIGN.

- ALL FOUNDATION CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
- THE ABOVE FOUNDATION IS DESIGNED AS PER SECTION 104.11 OF THE 2012/2015 IBC OR USING ALTERNATIVE DESIGN OR METHOD OF CONSTRUCTION. THIS DESIGN MEETS OR EXCEEDS THE WIND LOAD AND SOIL BEARING REQUIREMENTS OF THESE CODES. THE APPROVAL OF THIS FOUNDATION IS SUBJECT TO THE LOCAL JURISDICTION HAVING AUTHORITY.
- TIE-DOWN STRAPS TO BE 1-1/4" X .035 GALVANIZED STEEL FEDERAL SPECIFICATION QQS-781-H TYPE-1 FINISH-B GRADE-1. TIE-DOWN STRAPS AND CONNECTING HARDWARE TO HAVE A 4,725# MINIMUM ULTIMATE CAPACITY (3,150# x 1.5).
- ALL TIE DOWN ANCHORS SHALL HAVE A 4,725# MINIMUM ULTIMATE CAPACITY (3,150# x 1.5) AND SHALL BE INSTALLED AS PER THEIR MANUFACTURER'S SPECIFICATIONS. THE TYPE OF GROUND ANCHOR, INCLUDING SHAFT LENGTH, NUMBER AND DIAMETER OF HELICES, ETC. TO BE SPECIFIED BY THE GROUND ANCHOR MANUFACTURER FOR THE ACTUAL SOIL TYPE THAT IS ENCOUNTERED AT THE SITE.
- SEE ABOVE FOUNDATION LAYOUT FOR TIE-DOWN STRAP SPACING.
- ALL PIERS SHALL BE 8"x8"x16" MASONRY BLOCKS ON EITHER AN 16"x16"x3/4" (DEEP) ABS PADS, OR 16"x16"x4" SOLID CONCRETE PADS, MIN. EXCEPT AS OTHERWISE NOTED ON FOUNDATION PLAN. SEE PIER SPACING CHART FOR ADDITIONAL SIZE OPTIONS.
- MINIMUM SOIL BEARING CAPACITY IS 2,000 PSF. TO BE VERIFIED BY BUILDING'S OWNER. SOIL BEARING CAPACITY SHOWN ON THIS PLAN IS ASSUMED. IF THE ACTUAL SOIL BEARING CAPACITY IS LESS THAN 2,000 PSF, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR REQUIRED ALTERNATE FOUNDATION DESIGN. FOOTINGS SHALL BE PLACED ON NON-EXPANSIVE SOILS ONLY.
- IT WILL BE THE BUILDING OWNER'S RESPONSIBILITY TO INSURE THAT ALL LOOSE DEBRIS IS REMOVED FROM UNDER THE BUILDING AND THAT THE GROUND IS LEVELED AND FIRMLY COMPACTED.
- WOOD SHIMS MAY BE INSTALLED WHEN NECESSARY, BETWEEN THE I-BEAM AND THE TOP OF THE PIER. SHIMS SHALL BE FREE OF KNOTS, CHECKS, SPLITS, AND SIMILAR IMPERFECTIONS. SHIMS SHALL BE OF P.T. LUMBER OR CEDAR AND BEARING AT ALL CONTACT POINTS.
- MASONRY PIERS INSTALLED IN A DRY STACK SUBJECT TO LOCAL JURISDICTION AND APPROVAL.
- OVERALL WIDTH DIMENSION IS NOMINAL AND IS BASED ON UNIT WIDTH x NUMBER OF UNITS. ACTUAL OVERALL WIDTH MAY INCREASE DUE TO SITE CONDITIONS, MATERIAL TOLERANCES. FAILURE TO REMOVE CLOSE-UP MATERIAL AND/OR OTHER FACTORS BEYOND THE CONTROL OF THE BUILDING MANUFACTURER.

- ALL PIERS SHALL BE CAPPED WITH 4 INCHES OF SOILD MASONRY OR CONCRETE OR THE CAVITIES SHALL BE FILLED WITH CONCRETE OR GROUT. PIERS SHALL PROVIDE A TRUE AND EVEN BEARING SURFACE.
- PIER A: FIELD CONDITIONS WITH DRY STACK PIERS GREATER THAN 28" SHALL REQUIRE THE PIER TO BE CHANGED TO A PIER TYPE "B" (SEE THIS SHEET FOR DETAILS)
- PIER B: FIELD CONDITIONS WITH DRY STACK PIERS GREATER THAN 48" SHALL REQUIRE THE PIERS TO HAVE SURFACE BONDING TO A MAXIMUM OF 68" HIGH. (ANY PIERS OVER 68" HIGH WILL REQUIRE ENGINEERING BEYOND THE DESIGN OF THIS FOUNDATION.)
- ALTHOUGH NOT SHOWN IN THIS DESIGN WHERE/WHEN REQUIRED BY LOCAL JURISDICTION ALL MASONRY PIERS MAY BE LAID IN TYPE "M" OR "S" MORTAR IN COMPLIANCE w/ASTM C887, OR SHALL HAVE SURFACE BONDING MORTAR IN COMPLIANCE w/ASTM C 946.
- THE FOUNDATION DIMENSIONS SHOWN ARE NOMINAL. AN INCREASE IN MODULE WIDTH SHOULD BE EXPECTED DUE TO MODULE EXPANSION, SETTING TOLERANCES, ETC. THE FOUNDATION CON-TRACTOR SHOULD CONSULT WITH THE MANUFACTURER OF THE MODULES PROIR TO CONSTRUCTION OF THE FOUNDATION TO DETERMINE THE AMOUNT OF INCREASED WIDTH TO BE ADDED TO THE NOMINAL DIMENSIONS SHOWN ABOVE.
- I-BEAM SUPPORT PIERS MAY BE INSTALLED LATERALLY (90° FROM THE ORIENTATION SHOWN ON THE FOUNDATION PLAN). CENTERLINE OF EACH PIER MUST BE LOCATED DIRECTLY BELOW THE I-BEAM CENTERLINE.
- FOUNDATION REVIEW AND INSPECTION IS TO BE PERFORMED BY THE LOCAL OFFICIALS HAVING JURISDICTION.
- PROVIDE POSITIVE DRAINAGE UNDER UNIT.
- UNDERGROUND UTILITY LOCATIONS ARE THE RESPONSIBILITY OF OTHERS. ALL UNDER-GROUND UTILITY LOCATIONS MUST BE VERIFIED PRIOR TO ANY EXCAVATION.

ALTERNATE POURED CONCRETE FOOTERS

- MINIMUM CONCRETE FOOTING COMPRESSIVE STRENGTH 2,500 PSI AT 28 DAYS.

ALTERNATE PIER METAL STANDS

- STEEL PIERS MAY BE SUBSTITUTED FOR CMU BLOCK PIERS. STEEL PIERS ARE TO BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS OVER AN APPROVED ABS PAD AS INDICATED ON THE FOUNDATION PLAN.
- STEEL PIERS ARE TO BE MINUTE MAN MD#MMP-12 OR AN APPROVED EQUAL.

NOTE: SEE PIER SPACING CHART THIS SHEET FOR DIFFERENT SIZE PAD OPTIONS AND THE REQUIRED SPACING. (16"x16" PAD SHOWN)

NOTE: NOTE: FRAME TIES ONLY, NO OVER-THE-ROOF STRAPS REQUIRED. SEE DETAIL THIS SHEET
NOTE: NOTE: FIRST STRAP FROM END WALLS NOT TO EXCEED 2'-0".

NOTE: THIS FOUNDATION PLAN SHOWS ALL PIER AND ANCHOR LOCATIONS FOR THE WIND ZONE 115 OR 120 MPH (EXP.C). IF THE BUILDING IS TO BE LOCATED IN A WIND ZONE AREA OTHER THAN 120/93-C PLEASE REFERENCE THE CHART ON THIS PAGE FOR THE PROPER PLACEMENT OF BOTH THE PIERS AND THE ANCHORS.

MOBILE MODULAR 4445 EAST SAM HOUSTON PARKWAY SOUTH PASADENA, TX 77505 (281) 487-9222		
DEALER:		
FOUNDATION PLAN		
DATE: 2-20-2020	BUILDING SIZE: 24'x64'	SERIAL NO.: STOCK
SCALE: 3/16"=1'-0"	DESTINATION:	DRAWING NO.: JLB-2020-0028
DRAWN BY: J.L.B.	LABEL(S):	PAGE: 1 of 2
REV	DATE	BY
DESCRIPTION		SHEET: FD1
W.E.W. WALTER E. WOOD, P.E. CONSULTING ENGINEER 168 WEST LONGLEAF DR SYLVESTER, GA 31791		PLAN NO.: OCCUP: B

AR PE LIC#: 17785; LA PE LIC#: 16164;
OK PE LIC#: 29755; TX PE LIC#: 990726

STRUCTURAL LOAD LIMITATIONS:

BUILDING OCCUPANCY CATEGORY: II

A. 100 PSF (CORRIDORS)
50 PSF (OFFICES)
2000 LB. (CONCENTRATED)

ROOF LIVE LOAD:

A. 20 PSF.

ROOF SNOW LOAD:

A. $P_g = 20$ PSF	GROUND SNOW LOAD
B. $P_f = 20$ PSF	FLAT ROOF SNOW LOAD
C. $C_e = 1.1$	SNOW EXPOSURE FACTOR
D. $I_s = 1.0$	SNOW IMPORTANCE FACTOR
E. $C_t = 1.0$	SNOW THERMAL FACTOR

WIND LOAD:

1. 115 MPH (VULT)	WIND SPEED
89 MPH (VASD)	WIND SPEED
2. $I_w = 1.0$	WIND IMPORTANCE FACTOR.
BUILDING RISK CATEGORY: II (ASCE 7-10)	
3. C	WIND EXPOSURE CATEGORY.
4. ENCLOSURE CLASSIFICATION: ENCLOSED	
GCPi = 0.18	INTERNAL PRESSURE COEFFICIENT.

5. COMPONENT & CLADDING LOAD:
(ROOFS)

Pr = -28.80 (Vult) / -17.30 (Vasd)	PSF	ZONE 1
Pr = -48.30 (Vult) / -29.00 (Vasd)	PSF	ZONE 2
Pr = -72.70 (Vult) / -43.60 (Vasd)	PSF	ZONE 3

(WALLS / WINDOWS / DOORS):

Pw = +/- 31.20 (Vult) / +/- 18.70 (Vasd)	PSF	ZONE 4
Pw = +/- 38.60 (Vult) / +/- 23.20 (Vasd)	PSF	ZONE 5

6. THIS BUILDING IS NOT DESIGNED FOR PLACEMENT ON THE UPPER HALF OF A HILL OR ESCARPMENT EXCEEDING 15 FEET IN HEIGHT.

SEISMIC LOAD:

A. $I_e = 1.0$	SEISMIC IMPORTANCE FACTOR
B. D	SITE CLASS
C. A13	SEISMIC FORCE RESISTING SYSTEM.
D. C	SEISMIC DESIGN CATEGORY.
E. EQUIVALENT	ANALYSIS PROCEDURE.
F. $S_s = < .285$	MAPPED SPECTRAL RESPONSE COEFFICIENT
G. $S_1 = < .126$	MAPPED SPECTRAL RESPONSE COEFFICIENT
H. $S_d1 = < .299$	SPECTRAL RESPONSE COEFFICIENT.
I. $S_d1 = < .193$	SPECTRAL RESPONSE COEFFICIENT.
J. $V = 1.5k$	DESIGN BASE SHEAR (PER MODULE)
K. $R = 6.5$	RESPONSE MODIFICATION COEFFICIENT
L. $C_d = 0.08$	SEISMIC RESPONSE COEFFICIENT

FLOOD LOAD:

THIS BUILDING IS NOT DESIGNED TO BE SUBMERGED OR SUBJECTED TO WAVE ACTION WHEN LOCATED IN A FLOOD PRONE OR ZONE AREA. THE FINISH FLOOR ELEVATION MUST BE LOCATED ABOVE THE BUILDING SITE FLOOD PLANE LEVEL FOR THIS BUILDING TO BE LOCATED IN A FLOOD PRONE OR ZONE AREA SUBJECT TO LOCAL JURISDICTION.

STRUCTURAL LOAD LIMITATIONS:

BUILDING OCCUPANCY CATEGORY: II

A. 100 PSF (CORRIDORS)
50 PSF (OFFICES)
2000 LB. (CONCENTRATED)

ROOF LIVE LOAD:

A. 20 PSF.

ROOF SNOW LOAD:

A. $P_g = 20$ PSF	GROUND SNOW LOAD
B. $P_f = 20$ PSF	FLAT ROOF SNOW LOAD
C. $C_e = 1.1$	SNOW EXPOSURE FACTOR
D. $I_s = 1.0$	SNOW IMPORTANCE FACTOR
E. $C_t = 1.0$	SNOW THERMAL FACTOR

WIND LOAD:

1. 160 MPH (VULT)	WIND SPEED
124 MPH (VASD)	WIND SPEED
2. $I_w = 1.0$	WIND IMPORTANCE FACTOR.
BUILDING RISK CATEGORY: II (ASCE 7-10)	
3. C	WIND EXPOSURE CATEGORY.
4. ENCLOSURE CLASSIFICATION: ENCLOSED	
GCPi = 0.18	INTERNAL PRESSURE COEFFICIENT.

5. COMPONENT & CLADDING LOAD:
(ROOFS)

Pr = -55.80 (Pult) / -33.50 (Pasd)	PSF	ZONE 1
Pr = -93.50 (Pult) / -56.10 (Pasd)	PSF	ZONE 2
Pr = -140.70 (Pult) / -84.40 (Pasd)	PSF	ZONE 3

(WALLS / WINDOWS / DOORS):

Pw = -60.50 (Pult) / -36.30 (Pasd)	PSF	ZONE 4
Pw = -74.70 (Pult) / -44.80 (Pasd)	PSF	ZONE 5

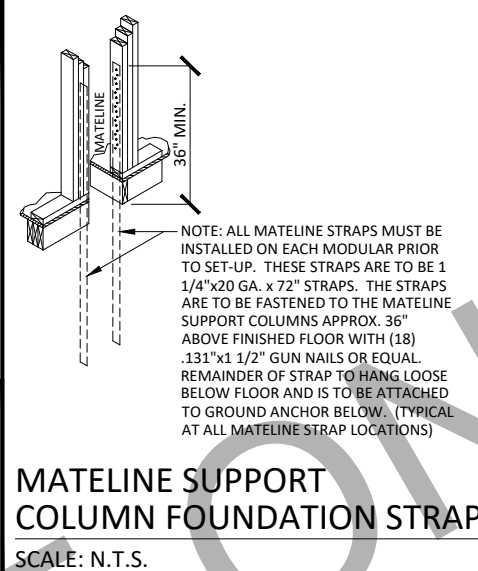
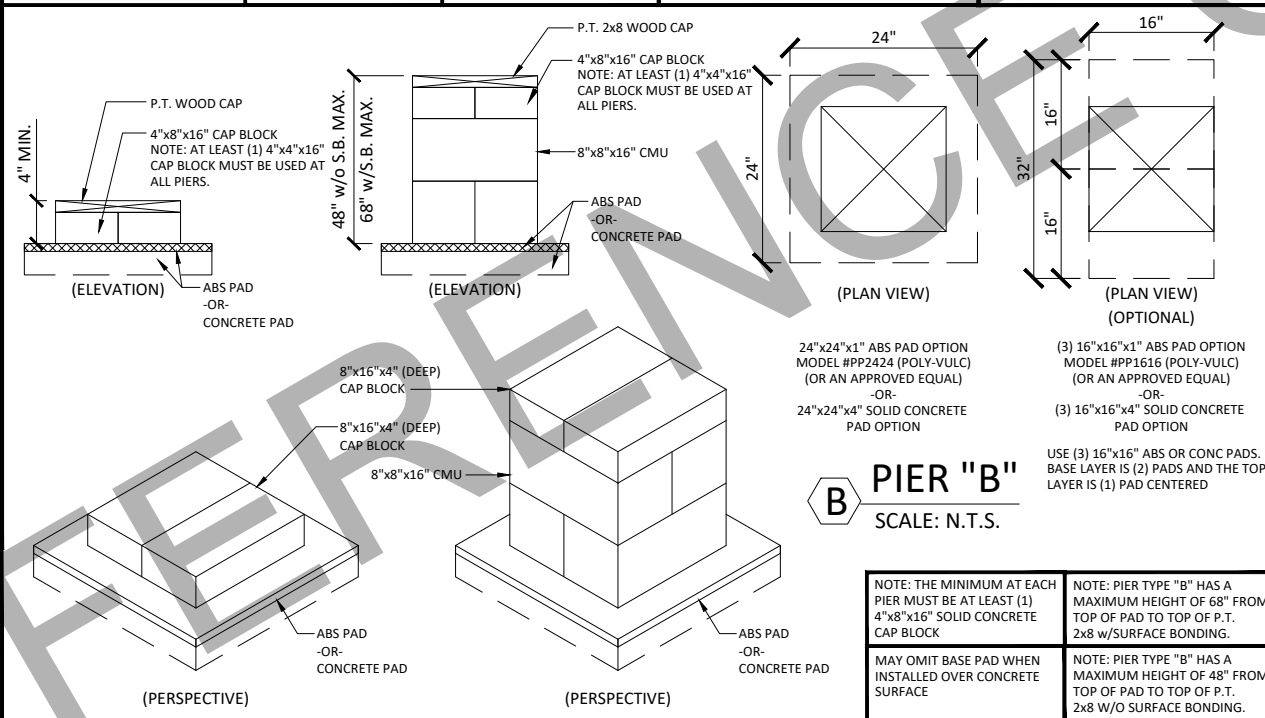
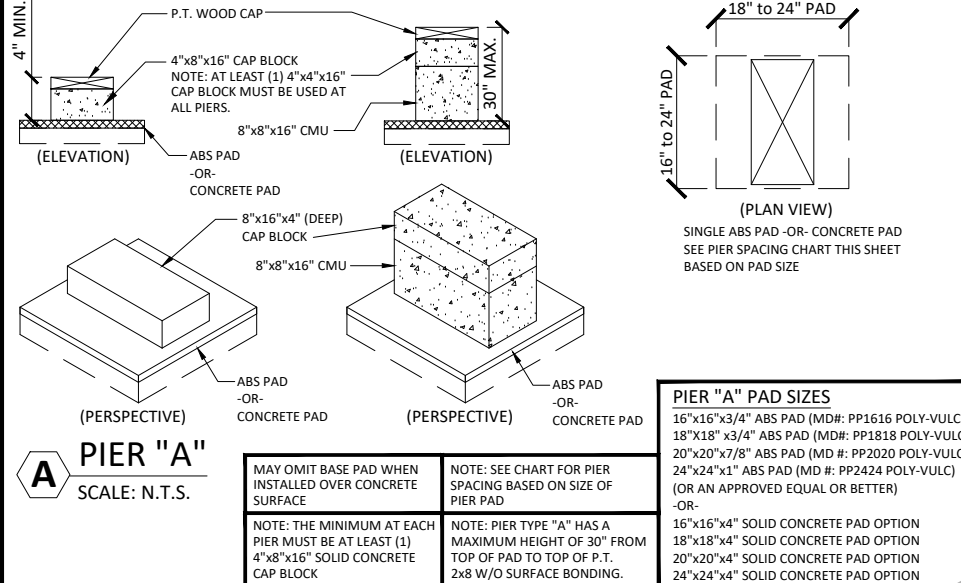
6. THIS BUILDING IS NOT DESIGNED FOR PLACEMENT ON THE UPPER HALF OF A HILL OR ESCARPMENT EXCEEDING 15 FEET IN HEIGHT.

SEISMIC LOAD:

A. $I_e = 1.0$	SEISMIC IMPORTANCE FACTOR
B. D	SITE CLASS
C. A13	SEISMIC FORCE RESISTING SYSTEM.
D. C	SEISMIC DESIGN CATEGORY.
E. EQUIVALENT	ANALYSIS PROCEDURE.
F. $S_s = < .065$	MAPPED SPECTRAL RESPONSE COEFFICIENT
G. $S_1 = < .021$	MAPPED SPECTRAL RESPONSE COEFFICIENT
H. $S_d1 = < .069$	SPECTRAL RESPONSE COEFFICIENT.
I. $S_d1 = < .034$	SPECTRAL RESPONSE COEFFICIENT.
J. $V = 1.5k$	DESIGN BASE SHEAR (PER MODULE)
K. $R = 6.5$	RESPONSE MODIFICATION COEFFICIENT
L. $C_d = 0.08$	SEISMIC RESPONSE COEFFICIENT

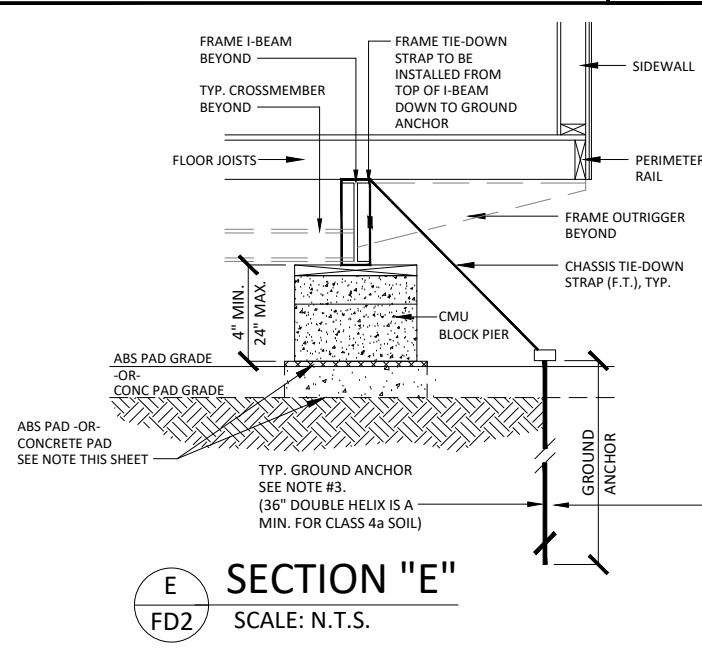
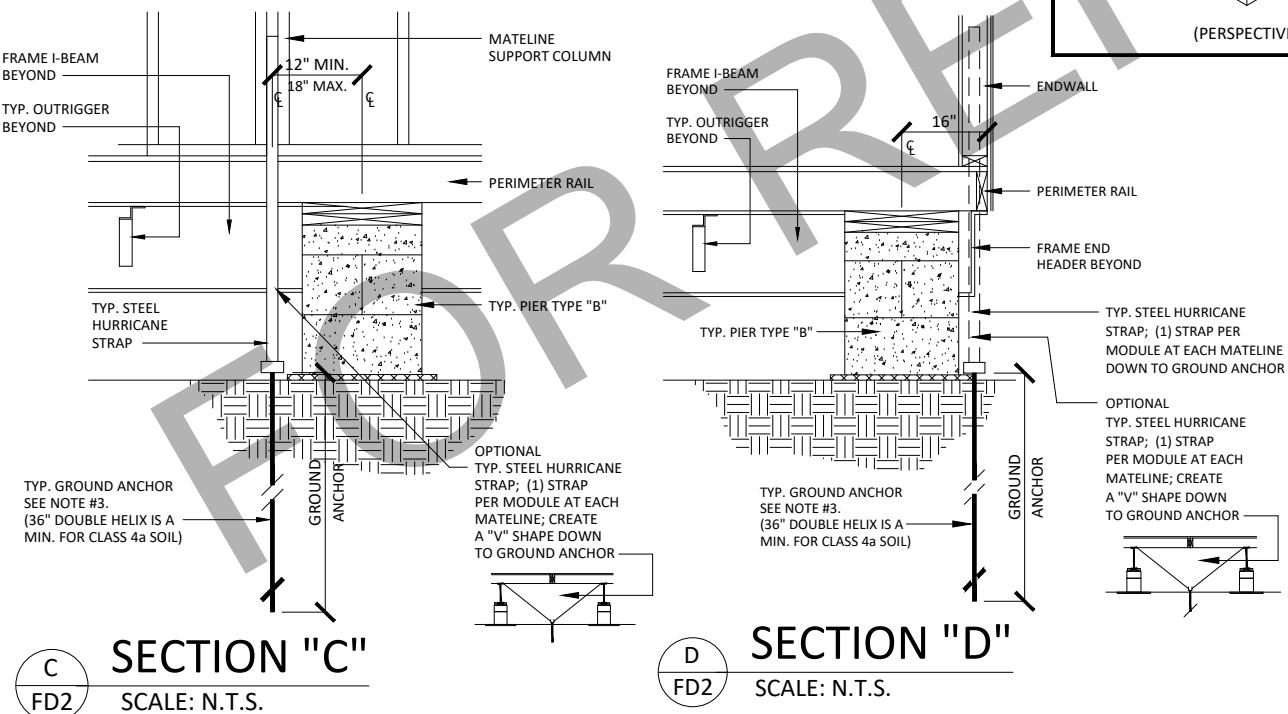
FLOOD LOAD:

THIS BUILDING IS NOT DESIGNED TO BE SUBMERGED OR SUBJECTED TO WAVE ACTION WHEN LOCATED IN A FLOOD PRONE OR ZONE AREA. THE FINISH FLOOR ELEVATION MUST BE LOCATED ABOVE THE BUILDING SITE FLOOD PLANE LEVEL FOR THIS BUILDING TO BE LOCATED IN A FLOOD PRONE OR ZONE AREA SUBJECT TO LOCAL JURISDICTION.



NOTE: MINIMUM SIZE OF BASE PAD FOR PIER "A" IS 16"x16" OR 1.78 SQUARE FEET. ANY BASE PAD (CONCRETE OR ABS) SIZE MAY BE USED THAT IS EQUAL TO OR GREATER THAN 1.78 SQUARE FEET. SEE CHART ON SHEET 1. THE LOCAL BUILDING DEPARTMENT IS TO BE CONSULTED AS TO WHICH PAD THEY WILL REQUIRE.

NOTE: MINIMUM SIZE OF BASE PAD FOR PIER "B" IS 24"x24" OR 4.00 SQUARE FEET. ANY BASE PAD (CONCRETE OR ABS) SIZE MAY BE USED THAT IS EQUAL TO OR GREATER THAN 4.00 SQUARE FEET. SEE "PIER B (ALT.)" ALSO.



NOTE: STRAP MAY BE EITHER WRAPPED AROUND I-BEAM AND A DOUBLE CRIMP USED OR AN APPROVED J-HOOK MAY BE USED SUBJECT TO JURISDICTION APPROVAL. (NOTE: STRAP MUST BE PROTECTED FROM DIRECT CONTACT WITH ALL EDGES OF I-BEAM)

NOTE: IF MODULAR BUILDING IS LOCATED OVER A CLASS 1 (ROCK) SURFACE A CROSS DRIVE ANCHOR [MD#36-XDH (MINUTE MAN PRODUCTS, INC.) OR AN APPROVED EQUAL CAN BE SUBSTITUTED

NOTE: IF MODULAR BUILDING IS LOCATED OVER AN ASPHALT PARKING SURFACE THEN AN ASPHALT ANCHOR [MD#59367 (TIE-DOWN ENG, INC.) OR AN APPROVED CROSS DRIVE ANCHOR OR EQUAL CAN BE SUBSTITUTED

NOTE: IF MODULAR BUILDING IS LOCATED OVER A MIN. 4" THICK 3000 P.S.I. CONCRETE SURFACE A TENSION HEAD w/SLEEVE ANCHOR [MD#THDHL (MINUTE MAN PRODUCTS, INC.) OR AN APPROVED EQUAL CAN BE SUBSTITUTED

AR PE LIC#: 17785; LA PE LIC#: 16164;
OK PE LIC#: 29755; TX PE LIC#: 990726

ABS PADS / CMU PIERS

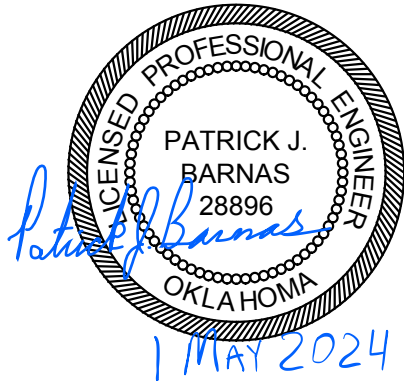
MOBILE MODULAR 4445 EAST SAM HOUSTON PARKWAY SOUTH PASADENA, TX 77505 (281) 487-9222			
FOUNDATION PLAN DETAILS			
DATE: 2-20-2020	BUILDING SIZE: 24'x64'	SERIAL NO.: STOCK	
SCALE: AS NOTED	DESTINATION:	DRAWING NO.: JLB-2020-0028	
DRAWN BY: J.L.B.	LABEL(S):	PAGE: 2 of 2	
REV	DATE	BY	DESCRIPTION
SHEET: FD2			
W.E.W. WALTER E. WOOD, P.E. CONSULTING ENGINEER 168 WEST LONGLEAF DR SYLVESTER, GA 31791			PLAN NO.: OCCUP: B

TABULATION OF BIDS

SHAWNEE REGIONAL AIRPORT CITY OF SHAWNEE, OKLAHOMA

BASE BID SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING

CITY OF SHAWNEE BID NO. B2024-EM-20230419-05-1



Bids Received: 4/24/2024
Lochner Project No.: 15710-TO08

Bids Tabulated By: KLJ
Date: 4/24/2024

Bids Checked By: CZT

Date: 4/26/2024

					Engineer's Estimate		Tri-City Seal Co., Inc. 2723 East Highway 37 Tuttle, OK 73089		Jim Cooley Construction, LLC 1900 NE 36th Street, Suite 106 Oklahoma City, OK 73111	
Item No.	Spec. No.	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID - SITE PREPARATION FOR TEMPORARY TERMINAL BUILDING										
1	TEMP	Temporary Marking, Lighting & Barricades	1	L.S.	\$ 11,000.00	\$ 11,000.00	\$ 19,000.00	\$ 19,000.00	* \$ 17,000.00	\$ 17,000.00
2	C-105	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 6,500.00	\$ 6,500.00	* \$ 10,000.00	\$ 10,000.00
3	ODOT	Site Demolition	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00	* \$ 14,500.00	\$ 14,500.00
4	ODOT	Gravel Pad	163	S.Y.	\$ 65.00	\$ 10,595.00	\$ 62.00	\$ 10,106.00	* \$ 180.00	\$ 29,340.00
5	--	Installation & Connections of Electrical Utility for Building	1	L.S.	\$ 16,000.00	\$ 16,000.00	\$ 14,500.00	\$ 14,500.00	* \$ 15,000.00	\$ 15,000.00
6	--	Installation & Connections of Water Utility	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	* \$ 16,000.00	\$ 16,000.00
7	--	Installation & Connections of Sewer Utility	1	L.S.	\$ 15,000.00	\$ 15,000.00	** \$ 13,000.00	\$ 13,000.00	* \$ 19,000.00	\$ 19,000.00
8	--	Installation & Connections of Electrical Utility for Sewer	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	* \$ 18,000.00	\$ 18,000.00
BASE BID TOTAL					\$ 93,595.00		\$ 89,106.00		\$ 138,840.00	
* Unit Price in words not given.										
** Unit Price in words times Quantity does not match numeral Extension price.										
Note: A bid was received from C-P Integrated Services, Inc. and read aloud at the bid opening, but was deemed invalid due to irregularities and therefore was rejected, it is not included in this project bid tabulation.										
\\OKC\PRJ\000015710\08 - Temp Trailer Siting, Bidding, Utilities\01 - Project\AE\04 - ESTIMATE & BUDGET\Master-Pay\Items_15710-TO08 SNL.xlsx\BID TAB										

\\OKC\PRJ\000015710\08 - Temp Trailer Siting, Bidding, Utilities\01 - Project\AE\04 - ESTIMATE & BUDGET\Master-PayItems_15710-TO08 SNL.xlsm\BID TAB

May 7, 2024

Andrea Weckmueller-Behringer
City Manager
16 W 9th St.
Shawnee, Oklahoma 74801

Re: Recommendation of Award
Site Preparation for Temporary Terminal Building
City of Shawnee Bid No. B2024-EM-20230419-05-1
Lochner Project No. 15710 TO-08

Dear Ms. Weckmueller-Behringer:

As you are aware, we opened bids for the Site Preparation for Temporary Terminal Building project at the Shawnee Regional Airport. We received three (3) bids for the above referenced project, from C-P Integrated Services, Inc., Tri-City Seal Co., Inc., and Jim Cooley Construction, LLC.

Upon review of the bids, it was determined that the bid from C-P Integrated Services, Inc. (CPI) contained irregularities in the unit prices, specifically for items related to electrical service and connections. These unit prices were determined to be obviously unbalanced. Lochner contacted CPI about the irregularities, and CPI noted that the unbalanced unit prices resulted in a bid that is not possible to complete for the offered cost. Lochner recommends that the City of Shawnee reject CPI's bid due to "submittal of an irregular proposal," as per Section 2 – Instructions to Bidders and Section 3 – General Provisions, Paragraph 20-09 of the project's specifications.

The bid received from Tri-City Seal Co., Inc. was the lowest responsible bid. Based on the bids received and the interest shown by potential contractors, we feel the project bidding phase was competitive. In addition, we feel that the proposed amount and respective unit prices submitted by Tri-City Seal Co., Inc. represent a fair and reasonable price for the project.

We are familiar with this company and have successfully completed projects with Tri-City Seal Co., Inc. as a prime contractor. Therefore, we recommend the City of Shawnee enter into a contract **contingent on funding** with the lowest responsible bidder, Tri-City Seal Co., Inc. in the amount of \$89,106.00 for the work associated with the Site Preparation for Temporary Terminal Building project.

If you have any questions, feel free to contact me at your convenience.

Sincerely,

H. W. LOCHNER, INC.



Patrick Barnas, PE
Project Manager, Aviation



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Sale of surplus property at 419 N Kickapoo Street, Shawnee, Oklahoma (Award)

Background: On June 20, 2022, the City Commission declared 419 N Kickapoo surplus property and authorized staff to advertise and sell the property. On May 10, 2024, staff obtained a single bid as part of a competitive bid process. The bid was received from Frank Sims in the amount of \$40,500.00.

Staff recommends awarding the bid to Frank Sims.

Financial Impact: Bidder to pay \$40,500.00

Attachments: Bid Forms for 419 N Kickapoo - May 10, 2024, Bid Forms for 419 N Kickapoo - May 10, 2024_addendum #1, Bid Tabulation Sheet - 419 N Kickapoo

Staff Recommendation: Award of the bid



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

PUBLIC NOTICE OF ACCEPTANCE OF SEALED BIDS

419 N Kickapoo Street, Shawnee, Oklahoma

The City of Shawnee invites "Bids" for the purchase of 0.32 acres, more or less, of improved land, generally located at 419 N Kickapoo Street, Shawnee, Oklahoma, 74801. **All Bids shall be filed with the City of Shawnee City Clerk by 3:00 PM, May 10, 2024.**

Complete INSTRUCTIONS TO BIDDER, including a copy of the required Bid forms, non-collusion affidavit and details on the property are available between the hours of 8:00 AM and 4:00 PM weekdays at the following location:

Office of the City Clerk
16 West 9th Street
Shawnee, OK 74801-6812



INSTRUCTIONS TO BIDDER

Bids must be submitted to the City of Shawnee, according to the following instructions:

1. The City of Shawnee invites "Bids" submitted on the form attached hereto (Attachment 1). **All** blanks must be appropriately filled in and failure to do so may render the Bid non-responsive.
2. Each Bidder represents that:
 - a. They have read and understand the bidding documents; and
 - b. They have consulted advisors, attorneys or other experts to the extent they deem necessary; and
 - c. Their Bid is based upon "as-where, as-is" condition of the property; and
 - d. They shall be prepared to finalize and close the transaction within thirty (30) calendar days of the City's acceptance of the Bid, in the form of action taken by the City of Shawnee City Commission.
3. All Bid documents shall bear an original signature and be enclosed and sealed in an envelope.
4. All Bids must be clearly marked as "Bid: 419 N Kickapoo, Shawnee, Oklahoma, 74801". Along with the full name, business address, email address and phone number of the Bidder.
5. **All Bids shall be filed with the City of Shawnee City Clerk by 3:00 PM, May 10, 2024.**
6. Bids will be opened publicly in the City Hall Commission Chambers, Shawnee, Oklahoma at 3:00 PM, May 10, 2024.
7. A completed non-collusion affidavit (Attachment 2) must be included with each Bid.
8. Bids will be considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m., May 20, 2024.
9. The City of Shawnee reserves the right to accept or reject any or all Bids for any reason.
10. A minimal bid (reserve) has been set at forty thousand dollars (\$40,000).

PROPERTY DETAILS

Size: 2 Lots

Legal Description: A strip, piece or parcel of land lying in Lots 7 and 8 of the Amended Plat of Block 5 of the Amended Plat to the City of Shawnee, in Section 19, T10N, R4E in Pottawatomie County, Oklahoma. Said parcel of land being described as follows:

Lots Seven (7) and Eight (8) of the Amended Plat of Block Five (5) of the Amended Plat of the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof; also known as 419 North Kickapoo, Shawnee, Oklahoma, 74801

Containing 14,026 square feet, 0.32 acres, more or less.

Property Status: The property currently has a single family home and detached garage. It has about 110 feet of frontage along N Kickapoo Street. It has a physical access from a driveway off the east side of N Kickapoo Street. The parcel is regular in shape. The topography is generally level, and the site is clear with the exception of shrubs and natural vegetation.

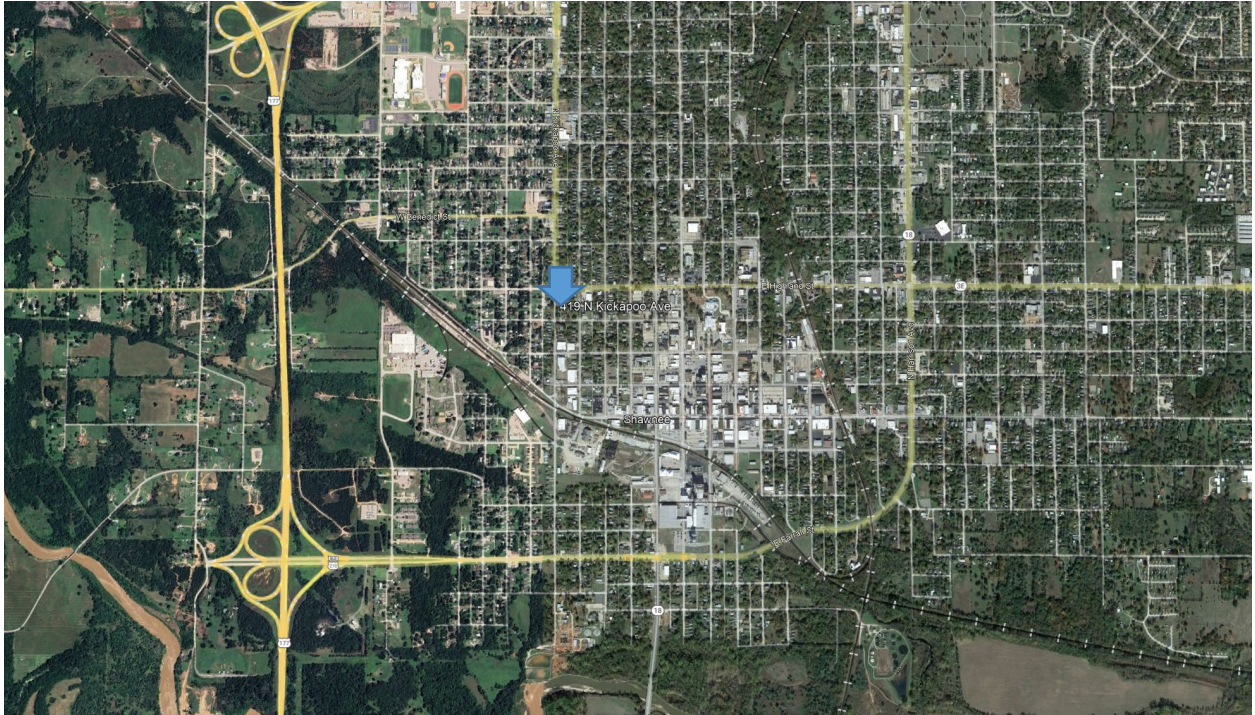
Zoning: The property is zoned R-1.

Flood Plain: FEMA floodplain Category X – Area of Minimal Flood Hazard (Effective 5/16/2019) Outside the Floodplain Category

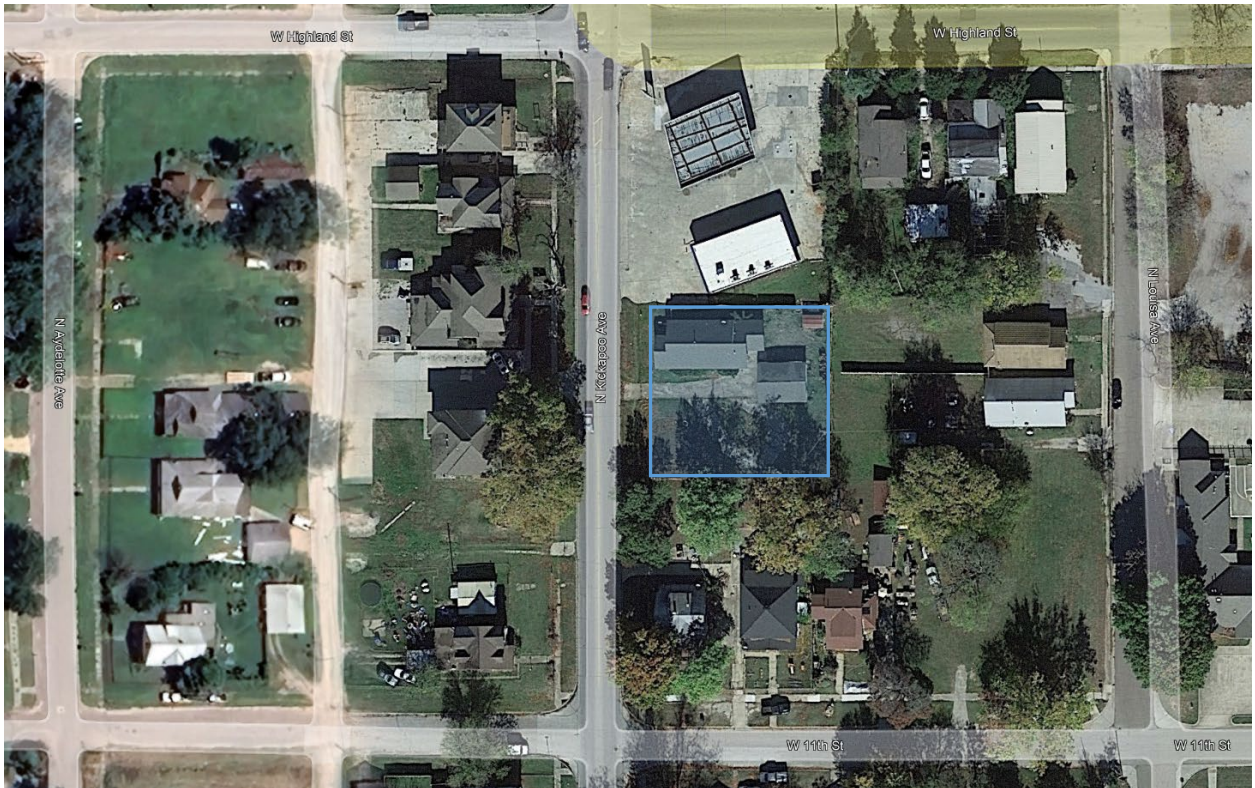
Street Access: The property fronts N Kickapoo Street.

Exhibit 1 - Aerial View of Subject Property

a.



b.



*Property lines shown above are schematic in nature and do not represent surveyed boundaries.

BID FORM

419 N Kickapoo Street, Shawnee, Oklahoma, 74801

Bidder (name): _____

Address: _____

Phone/Email: _____

Bid Amount: \$ _____ (Numerical Representation)
_____ Dollars and _____ Cents (Written Word)

Bids must be submitted by **3:00 PM** on **May 10, 2024**, with **one** submittal to the **following** location:

City Clerk
Shawnee City Hall
16 West 9th Street
Shawnee, OK 74801

SEE INSTRUCTIONS TO BIDDERS AND ENSURE COMPLIANCE WITH ALL SUBMITTAL REQUIREMENTS

Conditions of Sale:

1. Fees and Costs. The City, at its expense, will prepare and record a Quit Claim or Warranty Deed for the Buyer. All other fees and costs shall be paid by the buyer.
2. Closing. The closing of this transaction shall be held at the earliest practical date consistent with the terms and conditions herein. However, closing shall be held no later than thirty (30) calendar days from the date of Bid Award by the City Commission.
3. Possession. Possession of the property shall be given to the buyer at the close of sale.
4. As-Is Sale of Property. Seller is selling the property in an "as is, where is" condition and buyer assumes any and all liability associated with the property. Buyer acknowledges that the seller has made no representations or warranties regarding the condition of the property or its use for any purpose.
5. Financing. Buyer represents ability to obtain financing necessary to close the transactions at their sole expense.
6. Agents, Commissions, Professional Advice. If the buyer is represented by a real estate broker or other person to whom a commission is owed in connection with this transaction, the buyer shall bear that cost alone.
7. Acceptance. Buyer's signature herein constitutes an offer to Seller to purchase the property herein. By his/her signature below, Buyer acknowledges receipt of a copy hereof.

Buyer:

Signature

Date

Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY _____ }

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the BUYER to submit the attached Bid. Affiant further states that the BUYER has not been a party to any collusion among the BIDDERS in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from submitting a BID; or with any City official or employee as to quantity, quality, or price, or any other terms of said BID; or in any discussions between the BIDDERS and any City official concerning exchange of money or other thing of value for special consideration in the awarding of the BID; that the undersigned/BIDDER has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of the BID pursuant to this BID.

BIDDER:

Signature

Date

Printed Name

Sworn before me this _____ day of _____, 2024

Notary Public

My commission expires _____



Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

PUBLIC NOTICE OF ACCEPTANCE OF SEALED BIDS

419 N Kickapoo Street, Shawnee, Oklahoma

The City of Shawnee invites “Bids” for the purchase of 0.32 acres, more or less, of improved land, generally located at 419 N Kickapoo Street, Shawnee, Oklahoma, 74801. **All Bids shall be filed with the City of Shawnee City Clerk by 11:00 AM, May 10, 2024.**

Complete INSTRUCTIONS TO BIDDER, including a copy of the required Bid forms, non-collusion affidavit and details on the property are available between the hours of 8:00 AM and 11:00 AM weekdays at the following location:

Office of the City Clerk
16 West 9th Street
Shawnee, OK 74801-6812



INSTRUCTIONS TO BIDDER

Bids must be submitted to the City of Shawnee, according to the following instructions:

1. The City of Shawnee invites "Bids" submitted on the form attached hereto (Attachment 1). **All** blanks must be appropriately filled in and failure to do so may render the Bid non-responsive.
2. Each Bidder represents that:
 - a. They have read and understand the bidding documents; and
 - b. They have consulted advisors, attorneys or other experts to the extent they deem necessary; and
 - c. Their Bid is based upon "as-where, as-is" condition of the property; and
 - d. They shall be prepared to finalize and close the transaction within thirty (30) calendar days of the City's acceptance of the Bid, in the form of action taken by the City of Shawnee City Commission.
3. All Bid documents shall bear an original signature and be enclosed and sealed in an envelope.
4. All Bids must be clearly marked as "Bid: 419 N Kickapoo, Shawnee, Oklahoma, 74801". Along with the full name, business address, email address and phone number of the Bidder.
5. **All Bids shall be filed with the City of Shawnee City Clerk by 11:00 AM, May 10, 2024.**
6. Bids will be opened publicly in the City Hall Commission Chambers, Shawnee, Oklahoma at 11:00 AM, May 10, 2024.
7. A completed non-collusion affidavit (Attachment 2) must be included with each Bid.
8. Bids will be considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m., May 20, 2024.
9. The City of Shawnee reserves the right to accept or reject any or all Bids for any reason.
10. A minimal bid (reserve) has been set at forty thousand dollars (\$40,000).

PROPERTY DETAILS

Size: 2 Lots

Legal Description: A strip, piece or parcel of land lying in Lots 7 and 8 of the Amended Plat of Block 5 of the Amended Plat to the City of Shawnee, in Section 19, T10N, R4E in Pottawatomie County, Oklahoma. Said parcel of land being described as follows:

Lots Seven (7) and Eight (8) of the Amended Plat of Block Five (5) of the Amended Plat of the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof; also known as 419 North Kickapoo, Shawnee, Oklahoma, 74801

Containing 14,026 square feet, 0.32 acres, more or less.

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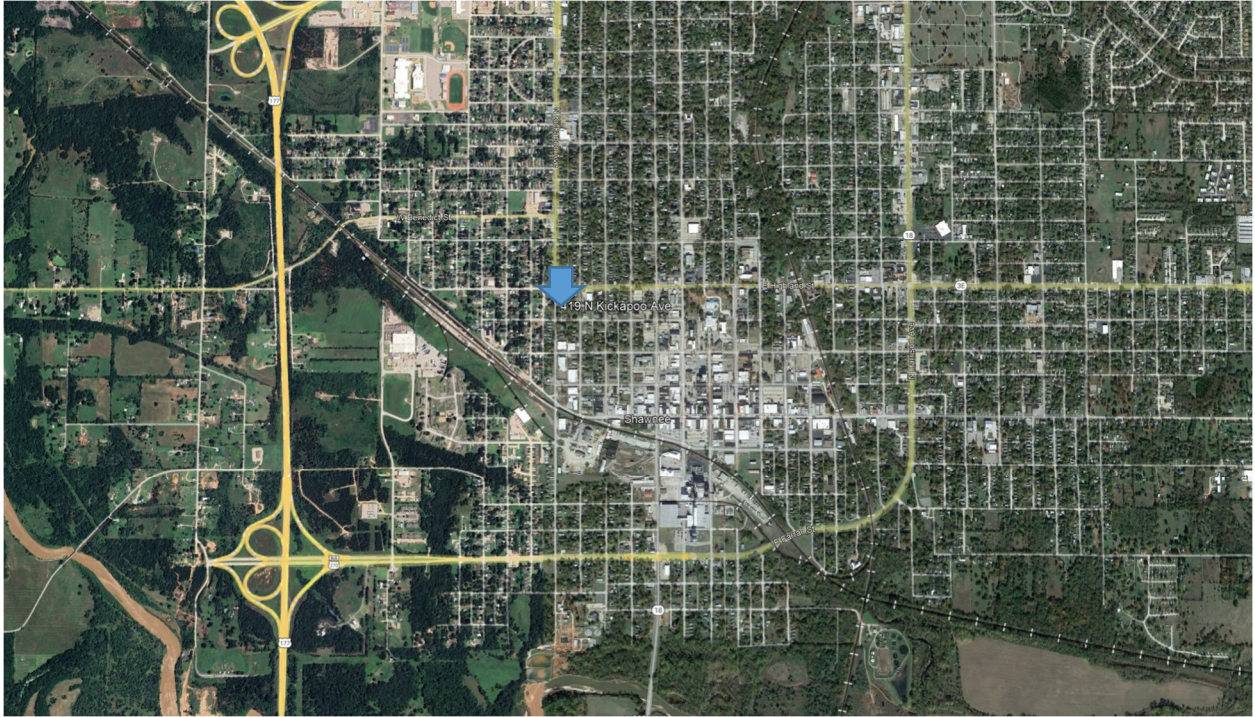
Zoning: The property is zoned R-1.

Flood Plain: FEMA floodplain Category X – Area of Minimal Flood Hazard (Effective 5/16/2019) Outside the Floodplain Category

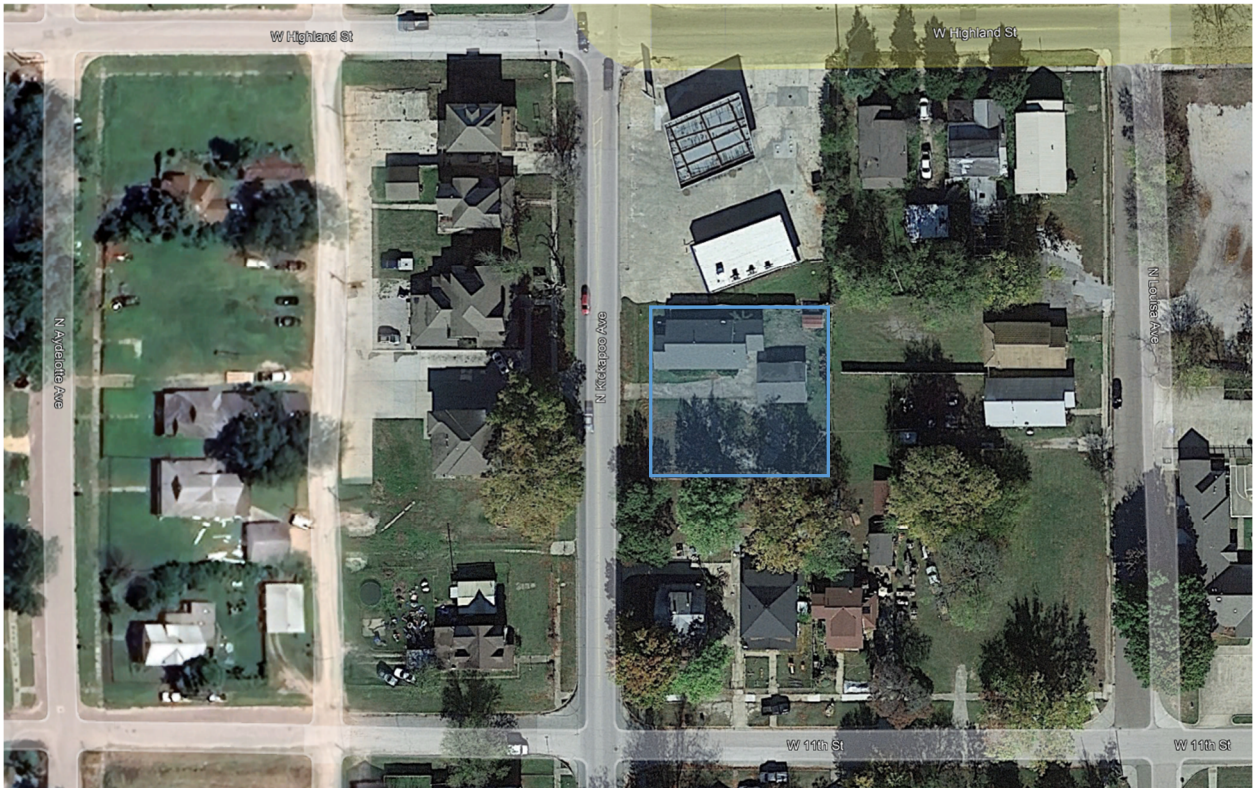
Street Access: The property fronts N Kickapoo Street.

Exhibit 1 - Aerial View of Subject Property

a.



b.



*Property lines shown above are schematic in nature and do not represent surveyed boundaries.

BID FORM

419 N Kickapoo Street, Shawnee, Oklahoma, 74801

Bidder (name): _____

Address: _____

Phone/Email: _____

Bid Amount: \$ _____ (Numerical Representation)
_____ Dollars and _____ Cents (Written Word)

Bids must be submitted by **11:00 AM** on **May 10, 2024**, with **one** submittal to the **following** location:

City Clerk
Shawnee City Hall
16 West 9th Street
Shawnee, OK 74801

SEE INSTRUCTIONS TO BIDDERS AND ENSURE COMPLIANCE WITH ALL SUBMITTAL REQUIREMENTS

Conditions of Sale:

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2. Closing. The closing of this transaction shall be held at the earliest practical date consistent with the terms and conditions herein. However, closing shall be held no later than thirty (30) calendar days from the date of Bid Award by the City Commission.
3. Possession. Possession of the property shall be given to the buyer at the close of sale.
4. As-Is Sale of Property. Seller is selling the property in an "as is, where is" condition and buyer assumes any and all liability associated with the property. Buyer acknowledges that the seller has made no representations or warranties regarding the condition of the property or its use for any purpose.
5. Financing. Buyer represents ability to obtain financing necessary to close the transactions at their sole expense.
6. Agents, Commissions, Professional Advice. If the buyer is represented by a real estate broker or other person to whom a commission is owed in connection with this transaction, the buyer shall bear that cost alone.
7. Acceptance. Buyer's signature herein constitutes an offer to Seller to purchase the property herein. By his/her signature below, Buyer acknowledges receipt of a copy hereof.

Buyer:

Signature

Date

Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY _____ }

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the BUYER to submit the attached Bid. Affiant further states that the BUYER has not been a party to any collusion among the BIDDERS in restraint of freedom of competition by agreement to BID at a fixed price or to refrain from submitting a BID; or with any City official or employee as to quantity, quality, or price, or any other terms of said BID; or in any discussions between the BIDDERS and any City official concerning exchange of money or other thing of value for special consideration in the awarding of the BID; that the undersigned/BIDDER has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of the BID pursuant to this BID.

BIDDER:

Signature

Date

Printed Name

Sworn before me this _____ day of _____, 2024

Notary Public

My commission expires _____

BID TABULATION SHEET

419 N KICKAPOO, SHAWNEE, OKLAHOMA 74801

MAY 10, 2024

BIDDER

AMOUNT

Frank Sims, Shawnee, Oklahoma

\$ 40,500.⁰⁰

\$ _____



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Subject: Demolition of Lions Club Ballfields (Award)

Background: On April 11th, 2024, City staff solicited bids for the demolition of the Lions Club Ballfields due to damage received during the April 19th, 2023, tornado. Bids were received and opened on May 6th, 2024. Staff received a total of 6 bids with Total Demolition Services, LLC, Oklahoma City, OK having the lowest and best total bid.

Therefore, staff is recommending to award the contract to Total Demolition Services LLC, in the amount of \$256,115.00. This amount includes the base bid as well as four alternate bid items.

Financial Impact: \$85,000.00, funded from Insurance Recovery Fund, Parks, Capital Outlay - Buildings and Improvements; 603-5-0940-54200;
\$171,115.00, funded from Grant Fund, Parks, Capital Outlay - Buildings and Improvements; 010-5-0940-54200

Attachments: B2024-107 Demolition of Lions Club Ballfields, Bid tabulation sheet (Demo of Lions club ballfields)

Staff Recommendation: Award of the contract to Total Demolition Services LLC



**Request for Sealed Bids for:
Demolition of Lions Club Ballfields
B2024-107**

Sealed Bids Due May 6, 2024, at 2:00 p.m. Central

Issued By:

City of Shawnee, Oklahoma

Authorized Representative
Del Sol Consulting, Inc.

City of Shawnee, Oklahoma
Request for Sealed Bids

Demolition of Lions Club Ballfields

Submittal shall be sent to:

**City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801**

**Sealed Bid should be clearly marked:
B2024-107 Demolition of Lions Club Ballfields**

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

BID CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

() There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

() The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma

B2024-107 Demolition of Lions Club Ballfields

SIGNATURE PAGE

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of the facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

Company Submitting Bid

Address

City State Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting Sealed Bid (Print)

Title

Signature

Date

Attest

Corporate Seal (If Applicable)

STATEMENT OF NEED

The intent of this Request for Sealed Bids is to solicit bids for demolition and clearing of the facilities, including buildings, fencing, and equipment at the Lions Club Ballfields. The City of Shawnee encourages minority, woman, veteran owned and small businesses to submit for this bid.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

<u>Date/Time</u>	<u>Action</u>
April 11, 2024	Advertising of Request for Sealed Bids
April 18, 2024	Advertising of Request for Sealed Bids
April 24, 2024 at 2:30 p.m.	<u>MANDATORY</u> Pre-Bid Meeting
April 29, 2024 at 5 p.m.	Last Day to Submit Questions
May 6, 2024 at 2 p.m.	Deadline for Submittals
May 6, 2024 at 2:15 p.m.	Bid Opening
May 20, 2024	Anticipated Award of Contract

1. SCOPE OF SERVICES: The scope of the work is for the demolition of the facilities at the Lions Club Ballfields, as specified in Attachment A.
 - 1.1. All costs in connection with the work, including the furnishing of material, supplies, and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work shall be included in the bid proposal.
 - 1.2. Payment will be made when all demolition, site clearance, debris removal, utility capping, final grading, and clean up of entire site is completed, inspected, and approved.
 - 1.3. The contractor shall comply with the codes and ordinances of the City of Shawnee and all applicable laws of the State of Oklahoma. Demolition permits are required, but no fees from the City of Shawnee will be assessed.
 - 1.4. During demolition or clearance, streets and alleys open to traffic will be kept clear of debris, dirt, trash, etc.
 - 1.5. Rates for liquidated damages for this project will be \$500.00 per calendar day.
 - 1.6. Contract time allotted for this project is 60 calendar days. Contract time will be extended to 120 days if Alternate #2 or Alternate #3 are awarded.
 - 1.7. Any items that are not listed in the summary of quantities shall be considered incidental items. The cost of incidental items shall be included in the cost of other bid items.
 - 1.8. Use of Utilities
 - 1.8.1. Upon request and approval, the contractor may obtain water supply from the City at no cost. Contractor shall coordinate with the Shawnee Municipal Authority and Shawnee Airport Authority regarding connection and water usage.
 - 1.8.2. Power may be provided but is not guaranteed. Contractor should anticipate providing any power needs.
 - 1.9. Capping of utilities. Prior to demolition, the contractor shall verify all utility releases have been granted and shall permanently cap water, sewer, and natural gas/propane facilities and upon inspection and approval, mark for future use.
 - 1.9.1. The location of capped utilities shall be determined and approved prior to the Notice to Proceed.
 - 1.10. Structures shall be demolished in such a manner as to avoid hazards to persons and adjoining properties, interference with the use of adjacent properties and structures, and free passage to such structures. A suitable fence shall be constructed around the work site.
 - 1.11. It should be assumed that all debris and foreign material in the entire complex is a part of the demolition package and all trash, debris, and foreign material is to be removed.
 - 1.12. Debris Disposal.
 - 1.12.1. All debris must be disposed of in accordance with all applicable laws and regulations for the City of Shawnee, the State of Oklahoma, and the United States.
 - 1.12.2. All debris must be taken to a certified or recognized landfill or an approved recycling facility, the location of which must be approved by the City prior to the Notice to Proceed.
 - 1.12.3. Contractor shall record and forward to the City on a form to be provided, the amount of debris, type of

debris, and tipping fees for all debris removed and disposed of.

1.13. Backfill. Unless otherwise specified, all backfill soil shall be: Select Borrow, Section 75 of ODOT 2019 Standard Specifications for Highway Construction

1.14. All work shall be coordinated with the City of Shawnee's project manager.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Format and Preparation Guidelines

2.1.1. Submittal Remittance

Send Sealed Submittal To

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope

B2024-107 DEMOLITION OF LIONS CLUB BALLFIELDS

Due Date: May 6, 2024, at 2:00 p.m. Central

2.2. Instructions to Respondents

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink.

2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.

2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.

2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

2.2.8. Bids will be considered non-responsive and may not be read if any of the following items are done:

2.2.8.1. Any unit price is left blank.

- 2.2.8.2. Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bid adjacent to each such change or alteration.
- 2.2.8.3. Proposal is not signed in blue ink by the individual in a sole proprietorship, one or more members of a partnership, or a duly authorized officer of a corporation.
- 2.2.8.4. Proposals containing any omissions.
- 2.2.8.5. Alterations or additions of the proposal.
- 2.2.8.6. Conditions not called for.
- 2.2.8.7. Conditional or alternate bids not called for.
- 2.2.8.8. A clause in which the bidder reserves the right to accept or reject a Contract awarded.
- 2.2.8.9. Incomplete bids.
- 2.2.8.10. More than one bid from any individual, firm, partnership, joint venture, or corporation whether under the same or different name.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

- 2.3.1. Signed Cover Sheet (Page 2)
- 2.3.2. Sealed Bid Signature Page (Page 3)
- 2.3.3. Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (Page 24)
- 2.3.4. No Proposal Notification, if necessary (Page 25)
- 2.3.5. Acknowledgement of number and date of addenda received (Page 26)
- 2.3.6. References Sheet (Page 27)
- 2.3.7. Cost Sheet (Page 28)
- 2.3.8. Contractor's Performance Record (Page 30)
- 2.3.9. Non-Collusion Affidavit (Page 31)
- 2.3.10. Conflict of Interest Certification (Page 32)
- 2.3.11. Affidavit of Single Submittal (Page 33)
- 2.3.12. Status Verification System Affidavit (Page 34)
- 2.3.13. Bid Bond (Page 35)
- 2.3.14. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

- 2.4.1. Submittals should be printed on letter size paper (8 ½" x 11") and either bound with a spiral type binding that will allow the submittal to lie flat when open, stapled, or bound in a folder. Do not use metal-ring hard cover binders.
- 2.4.2. A Table of Contents page may be included but is not required. **ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS REQUEST FOR BID IN SECTION 2.3.** Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.
- 2.4.3. Detailed equipment lists and staff resumes, including list of industry certifications, may be included as a second attachment to the submittal packet.

2.5. Interpretation or Correction

- 2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the Request and all clarifications, answers to questions, or changes to this Request shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

- 2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than five (5) days prior to the due date for bids. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Sealed Bids.
- 2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.
- 2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent's response.
- 2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: danny.vise@shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent should also recommend specific written changes to the specified condition(s) or requirement(s).
- 2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: danny.vise@shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or

requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the City of Shawnee shall become a part of the Request for Sealed Bid, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr
16 W. 9th Street
Shawnee, OK 74801

Or via email to: danny.vise@shawneeok.org

2.6. Provisions for Recommendation: It is understood that the City of Shawnee reserves the right to the following:

2.6.1. Reject any and/or all Bid submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the Request and/or issue addenda to the Request, in the event it becomes necessary to revise any or part of the Request. Addenda will be provided to all those who received the Request.

2.6.4. Cancel or re-issue the Request for Sealed Bids, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Award to single or multiple firms.

2.6.9. Request additional information or require a meeting with the Respondent for clarification.

2.6.10. Request presentations from Respondents following submission of the bid submittal.

2.6.11. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. Contract will be awarded to one or more vendors by item or groups of items whose bid(s) is(are) considered to be the lowest and best acceptable responsive bid, as determined by City staff.

3.1.1. In addition to pricing, determination of best acceptable responsive bid may include the following elements:
Whether the firm/respondent involved:

3.1.1.1. Maintains a permanent place of business.

3.1.1.2. Has adequate equipment to do the work properly and expeditiously.

3.1.1.3. Has suitable financial status to meet obligations incident to the work.

3.1.1.4. Has appropriate technical experience.

3.1.2. Respondents should include any information pertinent to this determination by the City of Shawnee with their response.

3.2. Firms may submit bids for individual packages or all packages, however, partial packages will not be considered.

4. GENERAL TERMS AND CONDITIONS

4.1. Firms are cautioned to read the information contained in this Request carefully and to submit a complete response to all requirements and questions as directed.

4.2. Rates for liquidated damages for this project will be \$500.00 per calendar day.

4.3. Contract time allotted for this project is 60 calendar days. Contract time will be extended to 120 days if Alternate #2 or Alternate #3 are awarded.

4.4. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.

4.5. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, can be considered an informal response and any/or all of the submittal may be rejected. The City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.

4.6. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.

4.7. Governing Law and Venue: This Request and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma, the City of Shawnee, Oklahoma, and the United States.

4.8. Appropriated Funds: The purchase of any service which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.

4.9. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.

4.10. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.

4.11. Observance of the City of Shawnee Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of Shawnee, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.

4.12. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other firms for services and/or commodities similar to those specified within this Request.

4.13. Limitations of Remedies and Indemnification: Any firm awarded a contract accepts full responsibility for acts or

conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. The City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. The City of Shawnee does not agree to indemnify the vendor.

- 4.14. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this Request may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this Request.
- 4.15. The firm shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.
- 4.16. Termination. The agreement between the firm and the City of Shawnee may be cancelled or terminated pursuant to Section 5.17 of this Request.
- 4.17. The firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.
- 4.18. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.18.1. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.18.2. Each insurance policy maintained by Contractor must be endorsed as follows:

4.18.2.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)

4.18.2.2. "Underwriters waive all rights of subrogation against the City of Shawnee."

4.18.2.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.18.3. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.18.4. Contractor shall maintain the following:

4.18.4.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.18.4.2. Commercial General Liability Insurance with limits of liability of not less than \$2,000,000 combined

single limit per occurrence for bodily injury (including death), property damage and fire damage. Such insurance shall include, but not be limited to personal injury (libel, slander and false arrest), broad form property damage, blanket contractual liability and products/completed operations insurance.

4.18.4.3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles with limits of liability of not less than \$500,000 combined single limit per occurrence for bodily injury (including death) and property damage.

4.19. Bid Bond. Firm shall accompany their original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of their ability to perform the contract bid upon, and that they will enter into a written contract with the City of Shawnee to perform said work and/or furnish said materials in accordance with the specifications of this request, and any and all plans and specification and furnish the required bonds according to the Public Competitive Biddings Act of 1974.

4.19.1. The City of Shawnee will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for herein within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of a contract and required bonds.

4.20. Construction, Performance, and Statutory Bonds. Firms are required to post these bonds in the amount of up to or equal to one hundred percent (100%) of the total amount of the work awarded upon contract award. These bonds must be obtained from a Corporate Surety licensed in Oklahoma. The firm shall state in the proposal the name and address of the Surety or Sureties who will sign the bond in the event the contract is awarded.

4.21. Change Orders or Addenda. If the resulting contract is governed by the Oklahoma Competitive Bidding Act of 1974, then section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 OS § 121 states as follows:

4.21.1. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

4.21.2. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

4.21.3. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

4.21.4. All change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

4.21.5. All change orders for shall contain a unit price and total for each of the following items:

4.21.5.1. All materials with cost per item;

4.21.5.2. Itemization of all labor with number of hours per operation and cost per hour;

4.21.5.3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for

each type, and number of hours of actual operation for each type;

4.21.5.4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and

4.21.5.5. Profit for the contractor.

4.21.5.6. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

4.21.5.7. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

4.21.5.8. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

5. COMPLIANCE WITH FEDERAL REQUIREMENTS. Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. Where any clauses conflict, the more stringent shall be the used.

5.1. Equal Employment Opportunity: The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

5.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

5.1.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 5.1.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.1.8. The contractor will include the portion of the sentence in Section 5.1 that immediately precedes Section 5.1.1 and the provisions of Sections 5.1.1 through 5.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- 5.1.8.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 5.1.9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 5.1.10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following

actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.2. Compliance with the Contract Work Hours and Safety Standards Act (2 CFR 200 Appendix II).

5.2.1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.2.2. Violation, liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in Section 5.2.1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 5.2.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 5.2.1 of this section.

5.2.3. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 5.2.2 of this section.

5.2.4. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 5.2.1 through 5.2.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 5.2.1 through 5.2.4 of this section.

5.2.5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

5.2.6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.3. Extension to Successors and Assigns: Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

- 5.4. Binding Agreement: This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.
- 5.5. Governing Law: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.
- 5.6. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 5.7. Clean Air Act
- 5.7.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 5.7.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 5.7.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5.8. Federal Water Pollution Control Act
- 5.8.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- 5.8.2. The Contractor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 5.8.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5.9. Suspension And Debarment
- 5.9.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.9.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.9.3. This certification is a material representation of fact relied upon by the City of Shawnee. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Shawnee, the Federal Government may pursue available

remedies, including but not limited to suspension and/or debarment.

5.10. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.11. Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

5.11.1. If applicable, contractors must sign and submit the following certification to the non-federal entity (NFE) with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. The “44 C.F.R. Part 18 – Certification Regarding Lobbying” shown on ATTACHMENT A must be signed and included with the contract documents.

5.12. Anti-Kickback Clause: The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.13. Procurement Of Recovered Materials: In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.13.1. Competitively within a timeframe providing for compliance with the Contract performance schedule;

5.13.2. Meeting Contract performance requirements; or

5.13.3. At a reasonable price.

5.13.4. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

5.14. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

5.14.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

5.14.2. Prohibitions.

5.14.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13,

2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

5.14.2.2. Unless an exception in Section 5.14.3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

5.14.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

5.14.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

5.14.3. Exceptions.

5.14.3.1. This clause does not prohibit contractors from providing:

5.14.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

5.14.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5.14.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

5.14.3.2.1. Covered telecommunications equipment or services that:

5.14.3.2.1.1. Are not used as a substantial or essential component of any system; and

5.14.3.2.1.2. Are not used as critical technology of any system.

5.14.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

5.14.4. Reporting requirement.

5.14.4.1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Section 5.14.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

5.14.4.2. The Contractor shall report the following information pursuant to Section 5.14.4.1 of this clause:

5.14.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

5.14.4.2.2. Within 10 business days of submitting the information in Section 5.14.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5.14.5. Subcontracts. The Contractor shall insert the substance of this clause (Section 5.14), including this paragraph (5.14 .5), in all subcontracts and other contractual instruments.

5.15. Domestic Preferences for Procurements.

5.15.1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

5.15.2. For purposes of this clause:

5.15.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.15.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16. Access to Records

5.16.1. The following access to records requirements applies to this contract:

5.16.1.1. The Contractor agrees to provide the City of Shawnee, OEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.16.1.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.16.1.4. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the City of Shawnee and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17. Termination

5.17.1. Termination for Cause. The City of Shawnee (Owner) shall submit a written notice to the contractor and surety which justifies placement of the contractor in default if:

5.17.1.1. The Work is not begun within the time specified in the Notice to Proceed.

5.17.1.2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.

5.17.1.3. The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

5.17.1.4. The Work is discontinued.

5.17.1.5. The Work is not completed within the Contract Time or time extension.

5.17.1.6. Work is not resumed within a reasonable time after receiving a notice to continue.

5.17.1.7. The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

5.17.1.8. The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

5.17.1.9. The contractor makes an assignment for the benefit of creditors.

5.17.1.10. The Work is not performed in an acceptable manner.

5.17.1.11. If the contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the contractor is placed into default. In that event, the Owner may obtain the necessary labor, materials, and equipment, or enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the contractor. If the expense exceeds the sum payable under the Contract, the contractor and surety shall be liable to pay the Owner the difference.

5.17.2. Termination for Convenience. The City of Shawnee (Owner) may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the contractor. In such case, contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience and payment be made as provided under this Section.

5.18. Breach: Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that the City of Shawnee incurs damages as a result of Contractor's breach, the City of Shawnee may pursue recovery of such damages from Contractor. The City of Shawnee further retains the right to seek specific performance of the Contract at any time as authorized by law. The City of Shawnee further retains the right to otherwise pursue any remedies available to the City of Shawnee as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract

5.19. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change,

modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

- 5.20. DHS Seal, Logo, And Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- 5.21. Compliance with Federal Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5.22. No Obligation by the Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
- 5.23. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- 5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 5.24.1. Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- 5.24.2. Affirmative steps must include:
- 5.24.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 5.24.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 5.24.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 5.24.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5.24.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- 5.25. Copyright and Data Rights: License and Delivery of Works Subject to Copyright and Data Rights – The contractor grants to the City of Shawnee, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the City of Shawnee or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright

under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the City of Shawnee data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Shawnee.



Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

_____ **WILL NOT SUBMIT A RESPONSE**

Vendor Name

REASON FOR NO RESPONSE: *(Please place an X by one or more of the reasons listed below.)*

- _____ Do not supply the requested product or service.
- _____ Quantities offered or scope of project is TOO SMALL to be supplied by our company.
- _____ Quantities offered or scope of project is TOO LARGE to be supplied by our company.
- _____ Cannot bid against MANUFACTURER on this item.
- _____ Cannot bid against RESELLER on this item.
- _____ Specifications not clear enough to submit a response *(please explain)*.
- _____ Time frame for bidding is too short *(please explain)*.
- _____ Time frame to produce the product or service is too short.
- _____ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

- _____ My Company would like to remain on the vendor list.
- _____ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

References

Provide the names and phone numbers of three (3) references for which you have provided goods or services similar tot hose specified herein in the last five (5) years. Include all information available:

Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Demolition and removal of all structures, debris, and foreign objects. (Includes but is not limited to: fencing, gates, backstops, dugouts, buildings)

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
A1	85	Cubic Yard	Slab and Footing Structural Removal of Concession Stand and Dugouts

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
A1-2	100	Cubic Yard	Refill slab removal to grade of Concession Stand and Dugouts

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
A2	4155	Cubic Yard	Removal of top 4" – 6" of earth (soil, gravel, etc..)

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #3

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
A3	4155	Cubic Yard	Replacement of removed soil to existing grade

Unit Price: _____ **Total Price:** _____

(Dollars per unit written) _____ Dollars

City Of Shawnee Contractor's Performance Record

Submitted by _____, A
Corporation / A Co-partnership / An Individual (Circle One)

Principal Office _____
(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

The Contractor is aware that: "The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interests therein without the written or electronic consent of the City Manager or their authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage."

Dated, this _____ day of _____, 20____ By (Print): _____

Signature: _____ Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____

Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, despises and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 20____ by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

Status Verification System Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.
2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Bid Bond

We, the undersigned, _____, as Principal,
and _____, as Surety, are hereby held and firmly bound unto City of
Shawnee, as Owner, in the penal sum of _____ for the payment of which, well
and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this _____ day of _____, _____

The condition of the above obligation is such that, whereas the Principal has submitted to City of Shawnee, a certain bid,
attached hereto and hereby made a part hereof, to enter into a contract, in writing, for B2024-107 Demolition Of Lions
Club Ballfields.

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a
bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials
in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then
this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation
as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no
way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are
corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers
the day and year first set forth above.

Principal

Surety

By: _____

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

Performance Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____
and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____
(\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: Demolition of Lions Club Ballfields

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda,

Performance Bond (Page 2 of 2)

time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____ Individual Proprietor/ Partner/Authorized Officer

SURETY

By:

Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Statutory Payment Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____ City, State, Zip Code

Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: Demolition of Lions Club Ballfields

COUNTY: Pottawatomie

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtedness incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes,

Statutory Payment Bond (Page 2 of 2)

Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

PRINCIPAL

Secretary of the Corporation

By: _____
_Individual Proprietor/ Partner/Authorized Officer

__SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ of _____, 20__.

—

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Contract Sample (Page 1 of 2)

(Do not complete)

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT AND AGREEMENT made and entered into this____, day of _____, 20____, between the City of Shawnee, (hereinafter called the "City"), and _____ acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH: That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to demolish and complete the work for: **DEMOLITION OF LIONS CLUB BALLFIELDS**, as shown and described the bid number **B2024-107 DEMOLITION OF LIONS CLUB BALLFIELDS**, including all associated addendum and notices, by said Contractor, for the respective estimated quantities (the "Proposal"); each of which is made a part of this Contract hereof as though copied in full herein, and with the Federal Provisions attached hereto; all of which are hereafter called the Contract Documents; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Contract Documents.

The City's cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the City of Shawnee. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in **4** copies each of which shall be deemed an original on the date first written above.

Owner's Authorized Representative	Title	Signature	Date
-----------------------------------	-------	-----------	------

Attested By	Title	Signature	Date
-------------	-------	-----------	------

Contractor's Authorized Representative	Title	Signature	Date
--	-------	-----------	------

Attested By	Title	Signature	Date
-------------	-------	-----------	------

My commission expires: _____

Contract Affidavit Sample

(Do not complete)

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____}

_____, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

This instrument was acknowledged before me on the ____ day of _____, 20____.

Notary Public

(SEAL)

My commission expires: _____

Authorization for Waiver and Disclosure of Tax Information Sample

(Do not complete)

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes____ No____
2. Did you bring material from out of state into Oklahoma? Yes____ No__
3. Period of the contract: From_____To_____
4. Have you held previous contracts with the City of Shawnee? Yes____ No__
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes____ No____

OTC Signature

Date

BID TABULATION SHEET
DEMOLITION OF LIONS CLUB BALLFIELDS
MAY 6, 2024

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Total Demolition Services LLC, Oklahoma City, Oklahoma</u>	
Base Bid	\$ 71,228. ⁰⁰
Alternate No. 1 - A1	\$ 5,163. ⁰⁰
Alternate No. 1 - A1-2	\$ 2,312. ⁰⁰
Alternate No. 2 - A2	\$ 73,125. ⁰⁰
Alternate No. 3 - A3	\$ 104,287. ⁰⁰
<u>MO Equipment LLC</u>	
Base Bid	\$ 100,000. ⁰⁰
Alternate No. 1 - A1	\$ 50,000. ⁴⁰
Alternate No. 1 - A1-2	\$ 5,600. ⁰⁰
Alternate No. 2 - A2	\$ 232,680. ⁰⁰
Alternate No. 3 - A3	\$ 232,680. ⁰⁰
<u>C3 Construction, Ada, Oklahoma</u>	
Base Bid	\$ 132,483. ⁰⁰
Alternate No. 1 - A1	\$ 18,190. ⁰⁰
Alternate No. 1 - A1-2	\$ 4,300. ⁰⁰
Alternate No. 2 - A2	\$ 130,508. ⁵⁵
Alternate No. 3 - A3	\$ 125,938. ⁰⁵
<u>M&M Wrecking, Blanchard, Oklahoma</u>	
Base Bid	\$ 31,252. ⁰⁰
Alternate No. 1 - A1	\$ 11,608. ⁰⁰
Alternate No. 1 - A1-2	\$ 9,639. ⁰⁰
Alternate No. 2 - A2	\$ 89,000. ¹⁰
Alternate No. 3 - A3	\$ 133,500. ¹⁵
<u>K&M Dirt Services, LLC, Oklahoma City, Oklahoma</u>	
Base Bid	\$ 44,950. ⁰⁰
Alternate No. 1 - A1	\$ 3,215. ⁰⁰
Alternate No. 1 - A1-2	\$ 3,570. ⁰⁰
Alternate No. 2 - A2	\$ 79,324. ⁰⁰
Alternate No. 3 - A3	\$ 132,090. ⁰⁰
<u>Pillar Contracting, Oklahoma City, Oklahoma</u>	
Base Bid	\$ 80,000. ⁰⁰
Alternate No. 1 - A1	\$ 16,970. ⁰⁰
Alternate No. 1 - A1-2	\$ 5,700. ⁰⁰
Alternate No. 2 - A2	\$ 169,000. ⁰⁰
Alternate No. 3 - A3	\$ 190,000. ⁰⁰



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 20, 2024
To: City Commission
From: Courtney Conrad, Financial Accountant
Subject: May 2024 Sales and Use Tax Deposit

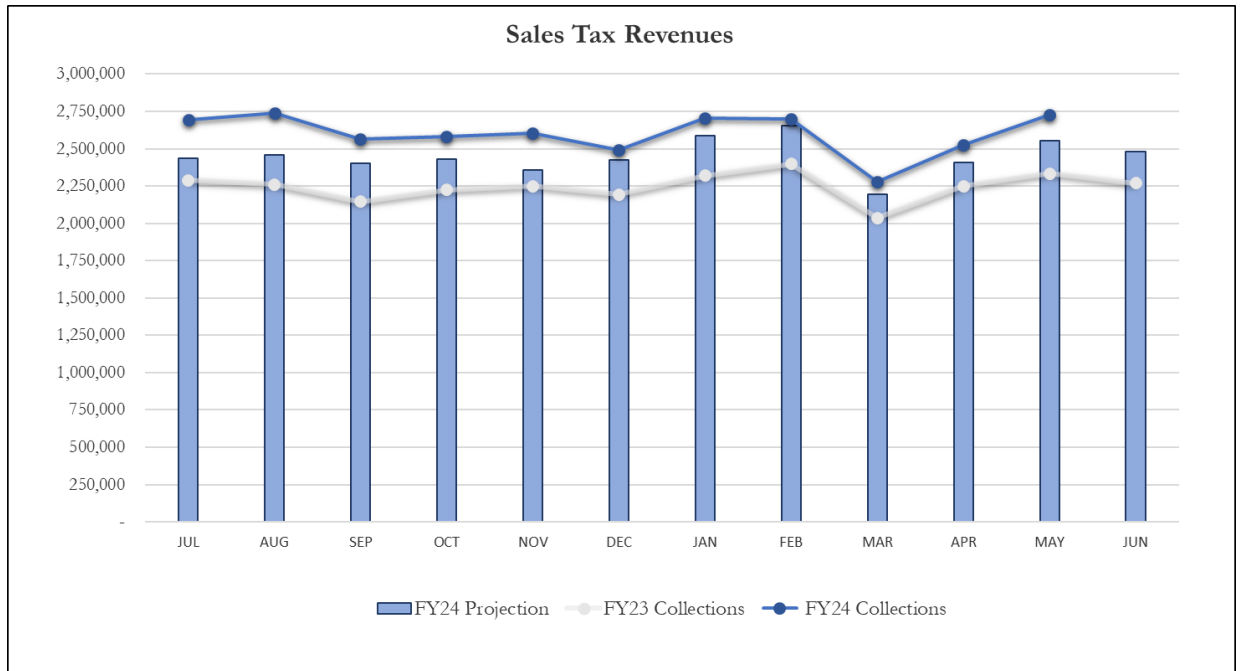
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in May consists of April estimates and March final reported collections. Any taxes collected for months prior to March will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The May sales tax deposit was \$2,725,469.38 including interest of \$3,204.09, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,362,734.69
2018 Capital Improvements Fund	340,683.67
Capital Improvements Fund	264,029.85
Street Improvements Fund	298,098.21
Economic Development Fund	34,068.37
Police Sales Tax Fund	42,585.46
Fire Sales Tax Fund	42,585.46
2023 Capital Improvements Fund	340,683.67
Total Sales Taxes Collected	<u>\$ 2,725,469.38</u>

- Finance Department Report - Sales and use tax collections totaled \$2,972,297.38 for May 2024. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up \$1,708,232 or 6.35%, over the projected budget year-to-date, across 8 funds. Use tax collections are up \$915,096 or 29.3%, above the projected budget year-to-date.

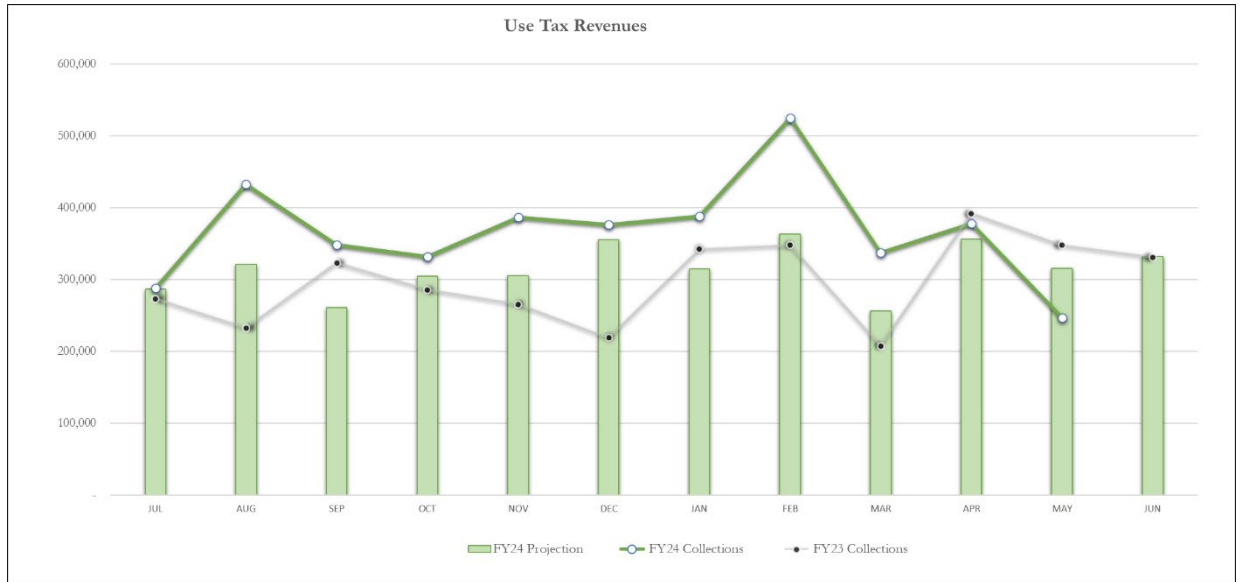
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - May 2024	\$ 2,556,252	\$ 2,725,469	\$ 169,217	6.62%	
Sales Tax Receipts (year-to-date):	\$ 26,902,179	\$ 28,610,412	\$ 1,708,232	6.35%	
					% Variance w/ Rate Normalization
	May 2023	May 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 2,332,204	\$ 2,725,469	\$ 393,265	16.86%	2.25%
					% Variance w/ Rate Normalization
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 24,691,676	\$ 28,610,412	\$ 3,918,736	15.87%	1.39%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% Variance with Rate Normalization” to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Use Tax Receipts (May 2024):	\$ 315,442	\$ 246,828	\$ (68,614)	-21.75%	
Use Tax Receipts (year-to-date):	\$ 3,122,617	\$ 4,037,713	\$ 915,096	29.31%	

	May 2023	May 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 347,545	\$ 246,828	\$ (100,717)	-28.98%	-37.86%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 3,234,413	\$ 4,037,713	\$ 803,299	24.84%	9.23%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% Variance with Rate Normalization” to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections: \$ 852,506

Use Tax Above/(Below) Projections: \$ 915,096

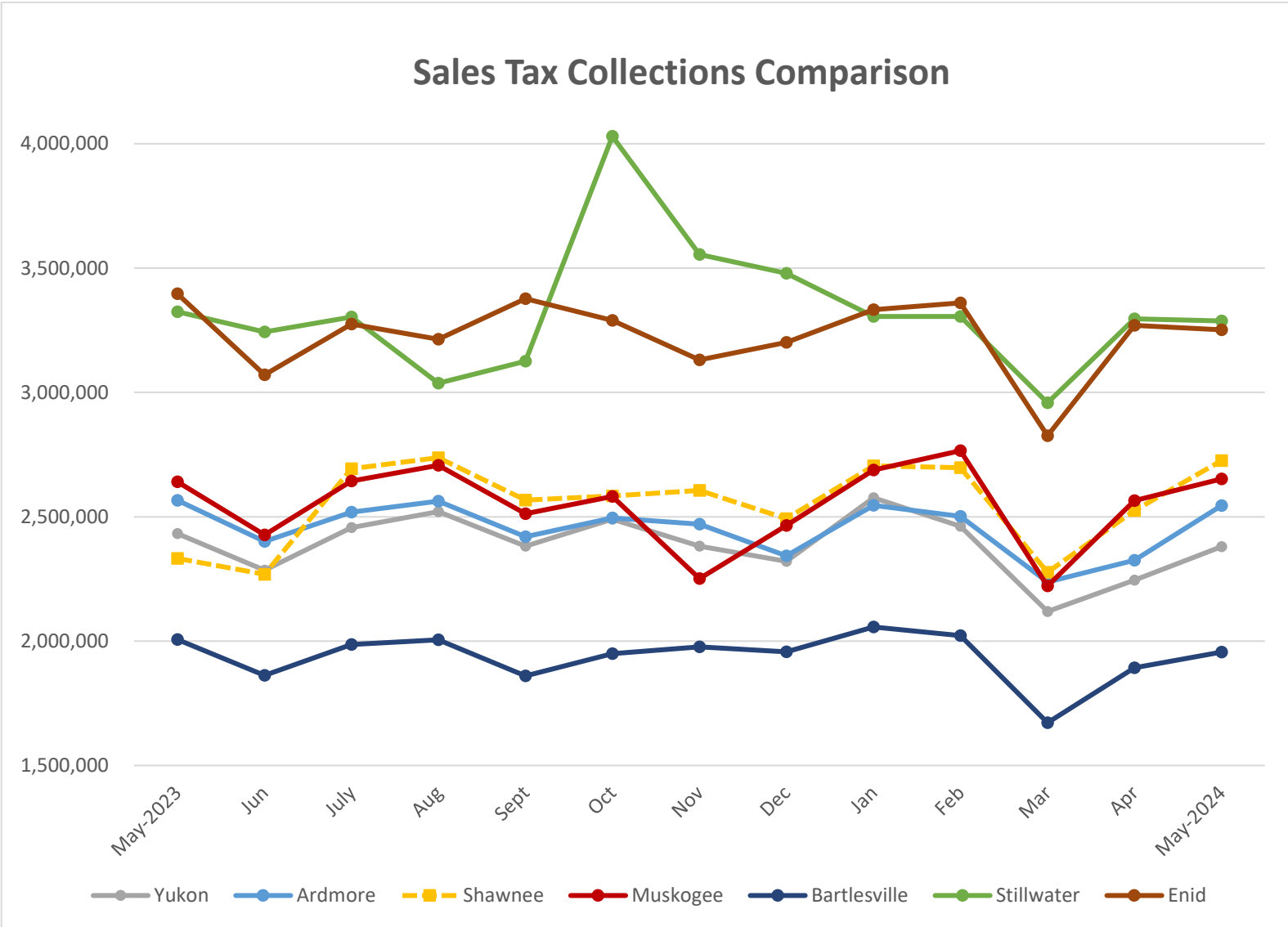
Appropriated:

IUPA Pay plan adj - 12/18/23 (58,700)

Rebate Agreement - 1/16/24 (47,000)

Total Appropriated \$ (105,700)

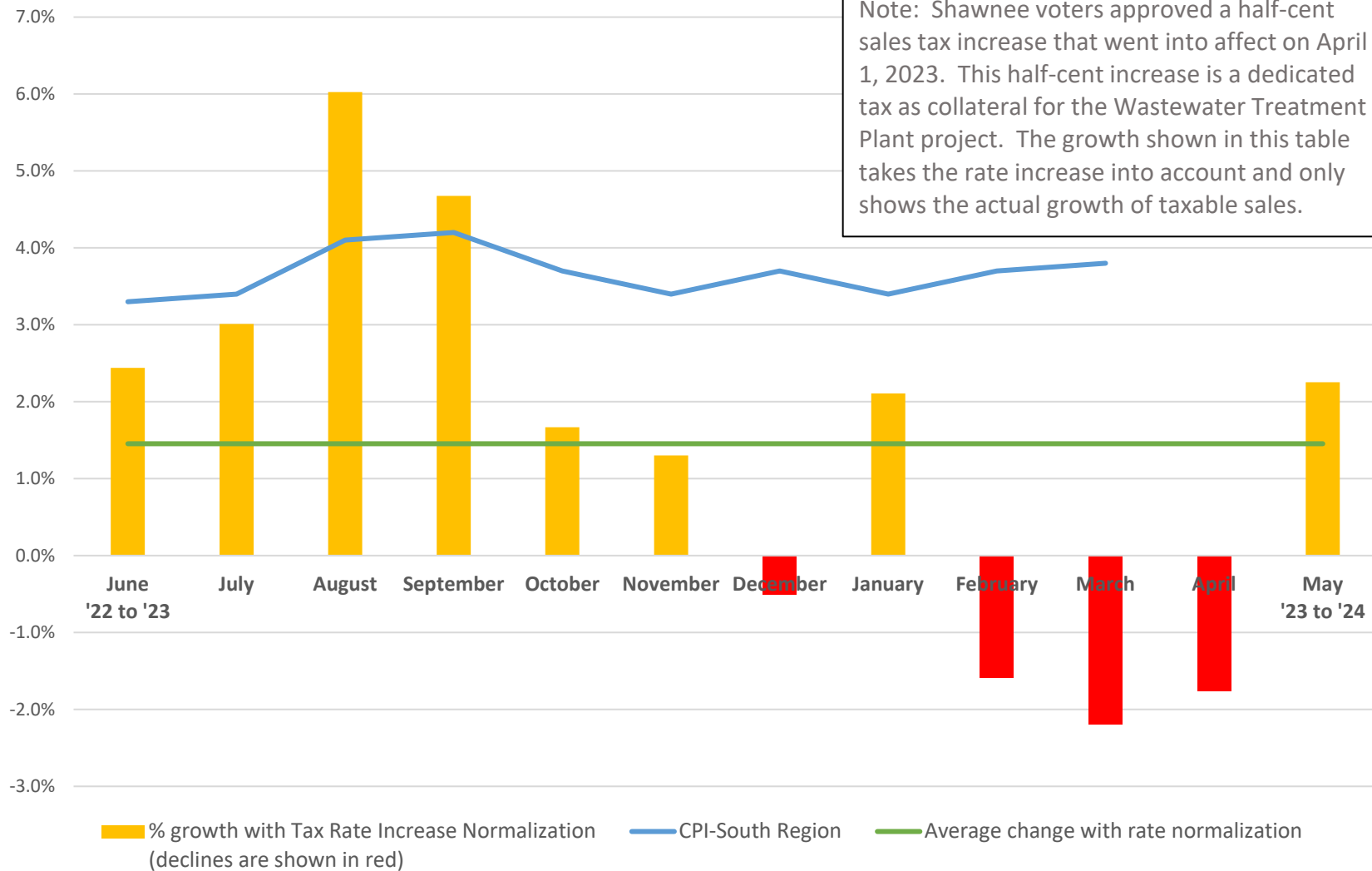
Total Unappropriated: \$ 1,661,902



	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

Year over Year Sales Tax Growth by Month

Note: Shawnee voters approved a half-cent sales tax increase that went into affect on April 1, 2023. This half-cent increase is a dedicated tax as collateral for the Wastewater Treatment Plant project. The growth shown in this table takes the rate increase into account and only shows the actual growth of taxable sales.



How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

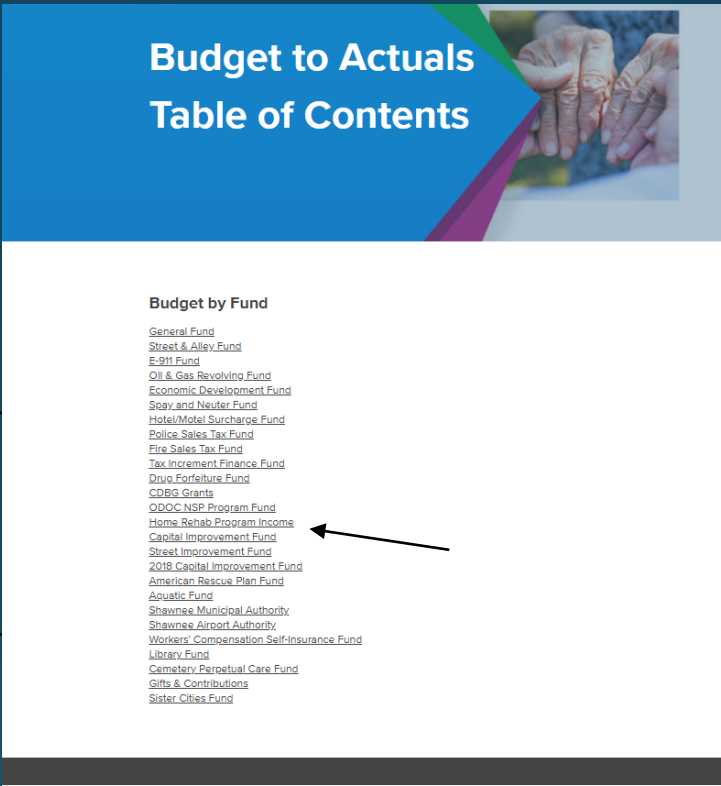
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.



OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

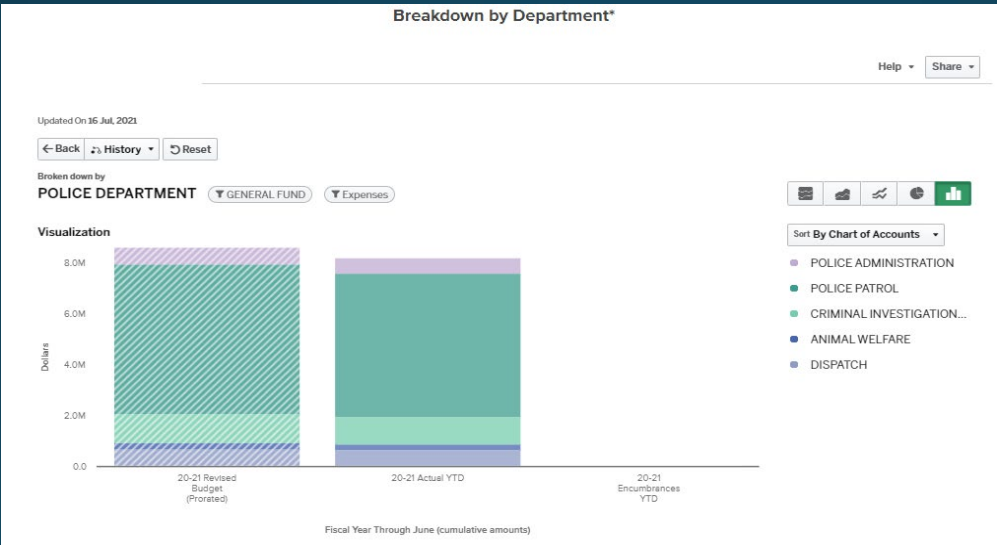
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

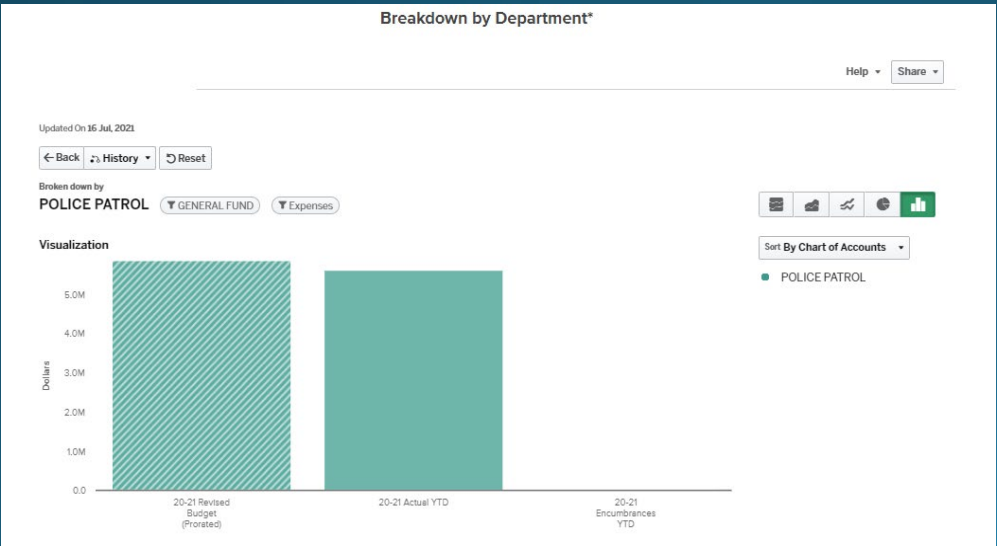
Initial View



Department Level

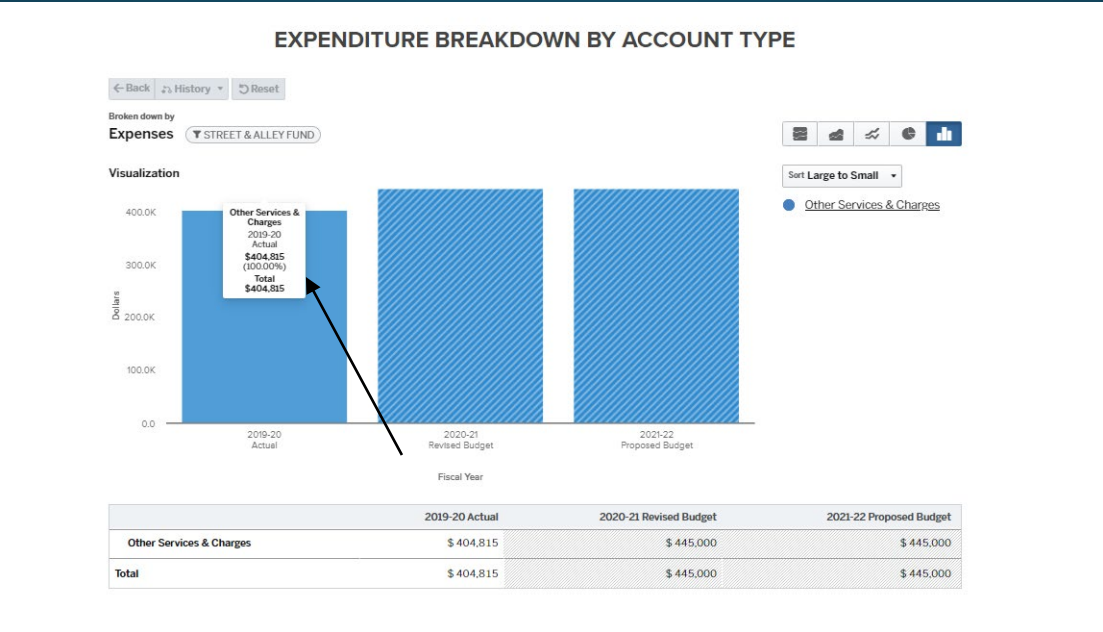


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

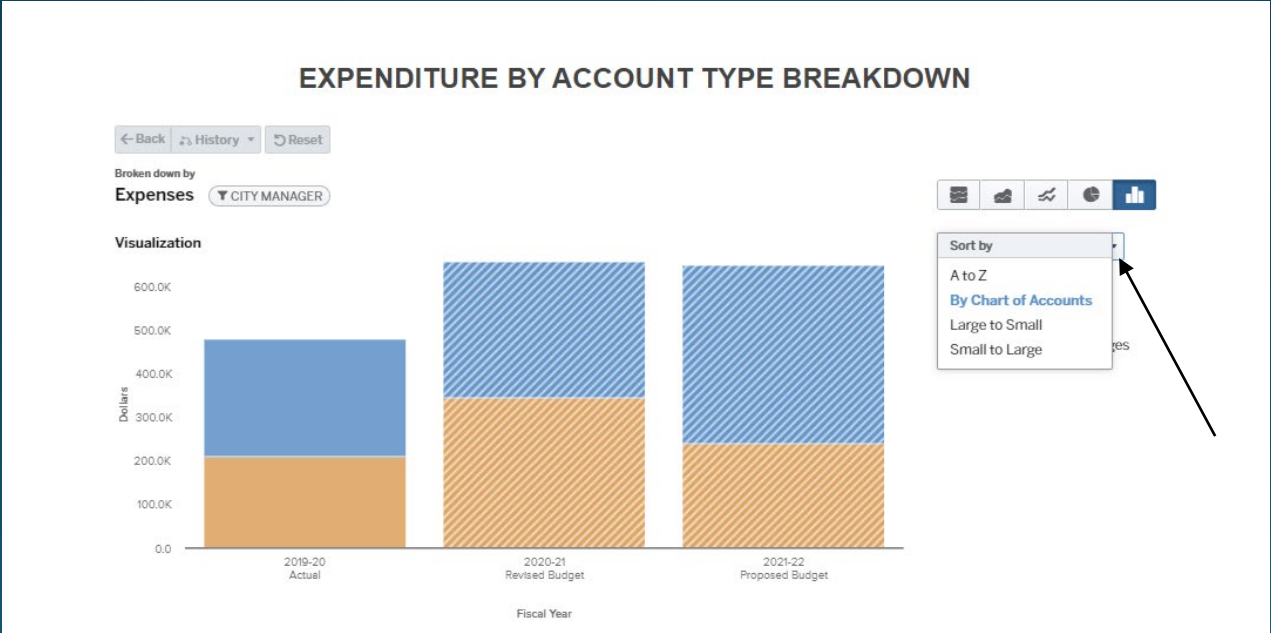


Sorting

Graphs may be sorted four ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.